

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, whose address is 801 Washington Street, Northfield, Minnesota 55057, on behalf of NORTHFIELD HOSPITAL + CLINICS, a Minnesota municipal hospital, whose address is 2000 North Avenue, Northfield, MN 55057 (individually the City of Northfield is referred to herein as the “Buyer” or “City” and Northfield Hospital + Clinic is referred to herein as “NH+C” and collectively with Buyer, the “Buyer Parties”), and ALLINA HEALTH SYSTEM, a Minnesota nonprofit corporation, whose address is 2925 Chicago Avenue South, Minneapolis, MN 55407 (“Allina”) (each a “Party,” and together the “Parties”).

RECITALS

A. Allina is a Minnesota nonprofit corporation that operates an integrated care system comprising hospitals, clinics and other health care facilities in Minnesota. Allina offers a continuum of programs and services to benefit the community and has been recognized as a tax-exempt organization within the meaning of Internal Revenue Code Section 501(c)(3).

B. NH+C is a Minnesota municipal hospital duly organized under Northfield City Charter and City Code, and Minnesota Statutes, Chapter 447, and an instrumentality of the City of Northfield. The Buyer owns and NH+C operates an acute care hospital in Northfield, Minnesota, and related clinic and outpatient operations in and around the region serviced by the hospital.

C. Allina operates a clinic location at 1400 Jefferson Road, Northfield, MN 55057 (the “Allina Northfield Clinic” or the “Clinic”).

D. Allina owns the real property wherein the Allina Northfield Clinic operates.

E. The Buyer, on behalf of NH+C, desires to (i) purchase certain operating assets owned by Allina’s wholly-owned subsidiary, Allina Health Clinics, LLC (“AHC, LLC”) and located at the Clinic; and (ii) purchase the real property and related improvements comprising the Clinic. The Buyer intends for NH+C to assume certain rights and obligations related to the purchase of the Clinic as set forth herein.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 BINDING AGREEMENT

1.1 Binding Agreement. This Agreement shall be binding upon the Parties on the Execution Date.

1.2 Execution Date. The Execution Date shall be the date on which this Agreement has been executed by each of the Parties.

1.3 Closing Date. The Closing Date shall be September 11, 2026, as may be extended pursuant to Section 8.3.

1.4 Effective Date. The Effective Date shall be 12:01 a.m. on Closing Date (which is currently expected to be September 11, 2026).

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Included Assets. Allina hereby agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase and acquire from Allina, on the terms and subject to the conditions set forth in this Agreement, all of Allina's and AHC, LLC's right, title and interest in and to all assets used or usable by Allina at the Clinic, excluding the Excluded Assets, (the "Assets"). The Assets include but are not limited to the following:

2.1.1 Real Property. That certain tract(s) of real property comprising the Clinic, and more particularly described in the legal description attached hereto and incorporated herein as **Exhibit A** (the "Land") together with: (i) the building and all improvements thereon (the "Improvements"), (ii) all rights, privileges and easements in gross or appurtenant to the Land, all assignable development rights and assignable air rights relating to the Land (if any) and any and all easements, rights-of-way, mineral and water rights and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Appurtenances"); the Land, the Improvements and the Appurtenances are sometimes collectively hereinafter referred to as the "Real Property".

2.1.2 Clinic Furniture, Fixtures and Equipment. The furniture, fixtures, equipment, furnishings and other miscellaneous tangible personal property located at the Clinic as of the Closing Date listed on Schedule 2.1.2 (the "FF&E").

2.1.3 Rights and Obligations Under Assumed Contracts. All rights and obligations of Allina under any contracts (including without limitation, service contracts), indentures, guarantees, leases, commitments, or other agreements relating to the Clinic and identified in Schedule 2.1.3 (the "Assumed Contracts"); provided, however, that in the event that any of the Assumed Contracts requires the consent to assignment thereof by a third party (the "Contracts Requiring Consent"), then Allina and NH+C shall use reasonable efforts to procure such third party consent and provide evidence thereof to NH+C, and in the event such third party consent is not obtained by the Closing Date, then (i) such Contract Requiring Consent shall not be regarded as an Assumed Contract from and after the Effective Date; and (ii) unless prohibited by such Contract Requiring Consent, Allina shall make the benefits of such Contract Requiring Consent available to NH+C, and as consideration therefor, NH+C shall pay Allina as they become due, amounts equal to Allina's payment obligations to the other party to such Contract Requiring Consent; provided that such Contract Requiring Consent has not been

amended or its term extended without NH+C's prior written consent. NH+C will assume the obligation to pay, discharge or perform, as appropriate and when due all liabilities and obligations of Allina set forth in the Assumed Contracts arising after the Effective Date.

2.1.4 Books and Records. All books and records and other documents and information directly relating to the Assets.

2.1.5 Telephone Number. The main telephone line (507-663-9000) used by Allina in the operation of its practice at the Clinic.

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement, Allina is not selling to Buyer any assets not specifically identified in Section 2.1 and all such other assets and properties shall be excluded from the Assets (the "Excluded Assts"). Without limiting the generality of the foregoing, the Excluded Assets include the assets, properties and rights specifically set forth on Schedule 2.2.

ARTICLE 3 LIABILITIES

3.1 Liabilities Not Assumed. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTION 2.1, THE BUYER PARTIES DO NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF THE DEBTS, OBLIGATIONS OR LIABILITIES OF ALLINA, OR ANY AFFILIATE OF ALLINA, WHENEVER ARISING AND OF WHATEVER TYPE OR NATURE. In particular, but without limiting the foregoing, the Buyer Parties shall not assume, and shall not be deemed by anything contained in this Agreement (other than to the extent expressly set forth in Section 2.1) to have assumed and shall not be liable for any liability of Allina, any Affiliate of Allina, whether known or unknown, contingent, absolute or otherwise (the "Excluded Liabilities"). Allina shall be and will remain responsible for all of the liabilities, obligations and undertakings of Allina not specifically assumed by either Buyer Party including, without limitation, any professional liability arising from the operation of the Clinic on or prior to the Effective Date, and any liability or obligations arising from any of the Excluded Assets described in Section 2.2 of this Agreement. For purposes of this Agreement, Affiliate means any person or entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with another person or entity.

ARTICLE 4 PURCHASE PRICE

4.1 Purchase Price for the Assets. The total purchase price for the Assets and the covenants and obligations entered into by Allina shall be \$5,560,724 (the "Asset Purchase Price"). Based on the unique Charter and statutory relationship between the City and NH+C related to conveyance of real property, the Parties hereto acknowledge that title to the Real Property will be conveyed to the City by Allina, but that NH+C, upon the Effective Date and recording the instruments of conveyance contemplated in this Agreement, shall be responsible thereafter for operation and management of the Assets and obligations provided in this Agreement as well as payment of all costs and expenses related thereto, including reimbursement

of the City for any payments made by the City or costs incurred by the City pursuant to this Agreement.

4.2 Manner of Payment.

4.2.1 No later than three (3) business days after the Effective Date, NH+C will deposit One Hundred Thousand Dollars (\$100,000.00) as “Earnest Money” with Title Company (as defined herein) which shall be applied to the Purchase Price at Closing.

4.2.2 On the Closing Date, NH+C shall pay One Million Nine Hundred Thousand Dollars (\$1,900,000) of the Asset Purchase Price (the “Closing Payment”). NH+C shall make payment to Allina of the Closing Payment, less an amount equal to any direct payment of Allina’s indebtedness as of the Closing Date pursuant to payoff letter(s) in form reasonably acceptable to Buyer, which will cause the release of all Liens on the Assets, including without limitation Real Property Liens.

4.2.3 The Buyer Parties shall pay the remaining Three Million Five Hundred Sixty Thousand Seven Hundred Twenty-Four Dollars (\$3,560,724), pursuant to a Taxable Hospital Subordinate Revenue Note, Series 2026C in a form acceptable to Allina (the “Hospital Revenue Bond”) with four percent (4%) interest. Payments under the Hospital Revenue Bond shall be paid by the Buyer Parties to Allina by wire transfer of immediately available funds to an account designated by Allina.

4.3 Allocation of Purchase Price. The allocation of the Asset Purchase Price, which shall be utilized by the Parties hereto in connection with the preparation of their respective federal and state tax returns, shall be as set forth on Schedule 4.3 (the “Allocation Schedule”), attached hereto, which shall include a specific allocation relating to the Real Property. Such allocation shall be subject to adjustment if the Asset Purchase Price is adjusted pursuant to the terms of this Agreement. The Parties and their respective Affiliates will not take any position inconsistent with the Allocation Schedule in connection with their respective U.S. federal, state and local income tax returns and other filings including Internal Revenue Service Form 8594).

4.4 Fair Market Value. The Parties acknowledge and agree that the Asset Purchase Price was: (i) determined pursuant to an arm’s-length negotiation; (ii) is commercially reasonable; (iii) is consistent with fair market value; and (iv) does not take into account the volume or value of any (direct or indirect) referrals by NH+C or Allina to each other and/or its affiliates and/or subsidiaries or other business generated by NH+C or Allina.

4.5 Costs. All expenses, costs, fees and charges in connection with the transactions contemplated under this Agreement shall be borne by the Party commissioning the respective expenses, costs, fees and charges unless it is provided expressly otherwise in the Agreement. Allina shall pay all state deed tax and conservation fees relating to the Real Property; provided, however, NH+C shall pay the cost of recording the Deed. Allina shall pay the cost of recording any documents necessary to perfect its own title or which releases encumbrances other than Permitted Encumbrances. NH+C shall pay the costs of recording all other documents related to the purchase and sale contemplated under this Agreement, including any documents related to financing NH+C receives in connection with this Transaction, if any.

4.6 Prorations. To the extent not otherwise prorated pursuant to this Agreement, the Buyer Parties and Allina shall prorate as of Effective Date, if applicable, power and other utility charges, personal property taxes and, plus all other expenses which are normally prorated upon the sale of assets of a going concern and capital payments. Notwithstanding anything herein to the contrary, general real estate taxes due and payable relating to the Real Property in the calendar year prior to the year of the Closing and all prior years, including any so-called “Green Acres”, past due or delinquent real estate taxes or assessment payments, will be paid by Allina. NH+C shall assume all general real estate taxes due and payable relating to the Real Property in all years following the calendar year in which the Closing occurs. General real estate taxes due and payable relating to the Real Property in the calendar year of Closing shall be pro-rated between Allina and the Buyer Parties as of the Effective Date. NH+C shall assume and pay any special assessments levied or pending against the Real Property as of the Effective Date.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLINA

5.1 Representations, Warranties and Covenants of Allina. As a material inducement to the Buyer Parties to enter into this Agreement and with the understanding that NH+C will be relying thereon in consummating the transactions contemplated hereunder, Allina represents and warrants to the Buyer Parties as follows:

5.1.1 Organization and Standing. Allina is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota and has all requisite corporate power and authority to own the Assets, to operate the Clinic as it is now being operated, to sell and transfer the Assets to Buyer pursuant to this Agreement, and to enter into and perform its commitments under this Agreement.

5.1.2 Corporate Authorization. The execution, delivery and performance of this Agreement by Allina, and all other agreements or instruments to be executed by Allina pursuant to this Agreement, have been authorized by proper corporate action and are within its corporate powers. This Agreement constitutes, and such other agreements or instruments executed by Allina in connection herewith will constitute, the legal, valid and binding obligations of Allina, which are, or will be, enforceable against Allina in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

5.1.3 No Liens or Encumbrances. AHC, LLC has, and on the Effective Date will transfer and convey to Buyer, good title to the Assets (other than the Real Property); and on the Closing Date the Assets (other than the Real Property) shall be free and clear of all mortgages, liens, claims, charges, encumbrances, leases, security interests, pledges, and title retention agreements of any kind or nature (collectively “Liens”). Prior to the Closing, Allina will provide Buyer a list of Liens to be released in connection with Closing.

5.1.4 Schedules. The information contained in each of the schedules referenced in and attached to this Agreement is complete, true and correct as of the Execution Date of this Agreement.

5.1.5 No Breaches. Allina is not in violation of, and the execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement, and the consummation of the transactions contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of Allina's articles of incorporation or bylaws, or of any mortgage, bond, indenture, contract, agreement, license or other instrument or obligation to which Allina is a party or by which the Assets are bound. The execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered or, to Allina's knowledge, threatened in a proceeding or action in which Allina is, was or may be bound or to which the Assets are subject.

5.1.6 Lawsuits and Proceedings. Allina is not engaged in any legal action or other proceedings before any court or administrative agency which would or might reasonably be expected to prohibit the transactions contemplated hereby or which would or might reasonably be expected to have a material adverse effect on the Assets. Allina is not a party to any action or proceeding, nor, to Allina's knowledge, has it been threatened with any such action or proceeding, nor to Allina's knowledge does there exist any basis therefor, which will or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, of the Assets. No order, writ, injunction or decree has been issued by, or, to Allina's knowledge, requested of, any court or governmental agency which does or may reasonably be expected to result in any material adverse change in the Assets.

5.1.7 Condition of Assets. All of the Assets are conveyed in an "AS IS, WHERE IS" condition, without warranty of condition, expressed or implied.

5.1.8 No Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission of Allina, any right, interest or valid claim against Buyer for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

5.1.9 Consents. Allina has obtained all consents from third parties and governmental bodies or agencies necessary for the performance of Allina's obligations under this Agreement.

5.1.10 Real Property. Allina makes the following representations and warranties relating to the Real Property:

- a. Compliance with Laws. To Allina's knowledge, Allina has operated, maintained and used the Real Property in accordance with all applicable laws, rules, regulations, restrictions, ordinances, permits, authorizations and approvals, except as would not have a material adverse effect.

b. No Adverse Action or Notice. To Allina’s knowledge, Allina has received no written notice of, and has no actual knowledge of, any pending or threatened condemnation or other similar proceedings affecting the Real Property or any portion thereof, or pending public improvements in, about or outside the Real Property which will affect access to the Real Property. Allina has received no written notice of actual or threatened special assessments or reassessments of the Real Property.

c. Rights of Others to Purchase or Lease Real Property. No person or entity has any agreement, option, or right of first refusal to purchase, lease or rent the Real Property.

d. Wells, Septic Systems or Tanks. To Allina’s knowledge, there are no wells, individual sanitary treatment systems or septic systems, above ground or underground storage tanks on the Real Property.

e. Title. Allina has fee simple title to the Real Property, free and clear of all encumbrances except the Permitted Encumbrances (as hereinafter defined).

f. Utilities. To Allina’s knowledge, Allina has received no written notice of actual or to Allina’s knowledge, threatened reduction or curtailment of any utility service now available to the Real Property.

g. Non-foreign Entity. Allina is not a “foreign person,” as that term is defined in Section 1445 of the Internal Revenue Code.

h. Mechanic’s Liens. To Allina’s knowledge, there has been no labor or material furnished to the Real Property for which payment has not been made, or for which a lien has been made.

i. Knowledge. For purposes of this Section 5.1.10, “Allina’s knowledge” means the current, actual knowledge of Brian Bruggeman, Allina’s Director of Real Estate.

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BUYER PARTIES

6.1 Representations, Warranties and Covenants of the Buyer Parties. As a material inducement to Allina to enter into this Agreement and with the understanding that Allina will be relying thereon in consummating the purchase and sale contemplated hereunder, the Buyer Parties hereby represent and warrant to Allina as follows:

6.1.1 Organization and Standing. Buyer is a Minnesota municipal corporation and NH+C is a city municipal hospital duly organized under Northfield City Charter and City Code, and Minnesota Statutes, Chapter 447, and an instrumentality of the City of Northfield, each validly existing and in good standing under the laws of the

State of Minnesota and having all requisite corporate power and authority to operate its business as it is now being conducted and to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

6.1.2 Authorization. The execution, delivery and performance of this Agreement by each Buyer Party and any other agreements or instruments to be executed by the Buyer Party pursuant to this Agreement have been duly authorized by proper action of the respective Buyer Party and are within its powers. This Agreement constitutes, and such other agreements and instruments will constitute, the legal, valid and binding obligations of each Buyer Party which are, or will be, enforceable against the Buyer Party in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

6.1.3 Consents. The Buyer Parties have acquired all consents from third parties and governmental bodies or agencies necessary for the transactions contemplated by this Agreement.

6.1.4 No Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission of the Buyer Parties, any right, interest or valid claim against Allina for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

6.1.5 Lawsuits and Proceedings. No Buyer Party is engaged in any legal action or other proceedings before any court or administrative agency and is not the subject of any investigation by any administrative or regulatory agency, which would or might reasonably be expected to prohibit the transactions contemplated hereby or which would or might reasonably be expected to have a material adverse effect on the Assets after the Effective Date. No Buyer Party is a party to or the subject of any action, proceeding or investigation, nor, to the Buyer Party's knowledge, has it been threatened with any such action, proceeding or investigation, nor to the Buyer Party's knowledge does there exist any basis therefor, which will or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, of the Assets after the Effective Date.

6.1.6 Independent Investigation. The Buyer Parties have conducted their own investigation, review, and analysis of the Assets, and the Buyer Parties acknowledge that NH+C, as representative for the Buyer Parties, has been provided access to the personnel, properties, assets, premises, books and records of Allina for such purpose. Each Buyer Party acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, they Buyer Party has relied solely upon its own investigation and the express representations and warranties of Allina set forth in Article 5 of this Agreement (including related portions of the Schedules or Exhibits); and (b) neither Allina nor any other person has made any representation or warranty as to Allina, the Assets or this Agreement, except as expressly

set forth in Article 5 of this Agreement (including the related portions of the Schedules or Exhibits).

ARTICLE 7 COVENANTS

7.1 Access to Real Property. Notwithstanding anything in this Agreement to the contrary, any entry upon the Real Property or activities conducted thereon by the Buyer Parties or their agents and/or contractors shall be subject at all times to the following terms and conditions:

7.1.1 Following the Execution Date, the Parties will coordinate to schedule up to sixteen (16) hours of time for discussions and onsite review between Allina Clinic maintenance staff and the NH+C Facilities Director and accompanying staff.

7.1.2 NH+C agrees not to cause or permit any damage or make any permanent physical changes to the Real Property or to interfere with the rights of others who may have a legal right to use or occupy the Real Property. NH+C shall provide Allina at least twenty-four (24) hours prior written notice before conducting any tests on the Real Property so that Allina or its representative shall have the opportunity to be present to observe any testing performed on the Real Property. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Real Property prior to the Closing.

7.1.3 NH+C shall protect, defend, indemnify, save and hold harmless Allina, its Affiliates and its members, officers, directors, employees, agents and representatives against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred by Allina with respect thereto) of any kind or nature resulting from, arising from, or occasioned by any act or omission by the NH+C, its agents, contractors, employees, representatives or invitees in, upon, or at the Real Property, or from the NH+C's inspection, testing, examination, inquiry of or on, or use of the Real Property.

7.1.4 Promptly after any damage to the Real Property occurs by reason of NH+C's and NH+C's agents' and/or contractors' activities on said property, but in no event later than twenty (20) days after the damage occurs, NH+C shall restore the Real Property to substantially the same condition it existed as of the Closing Date. NH+C shall promptly pay for all inspections and testing upon Real Property, and shall not suffer or permit the filing of any liens against the Real Property. If any such liens are filed, NH+C shall promptly cause them to be released or otherwise eliminated from being a lien upon the Real Property. If any such lien is not released or otherwise eliminated from being a lien upon the Real Property within twenty (20) days after it has been filed, then in addition to Allina's other rights and remedies, Allina and its Affiliates may cause the same to be released, in which event the NH+C shall reimburse Allina and its Affiliates for their reasonable costs, fees and expenses in connection with the same within twenty (20) days after Allina's written demand. Any such amount not timely reimbursed shall

accrue interest at the rate of eight percent (8%) per annum from the date payable until the date paid.

7.1.5 Before NH+C or any agent or contractor of NH+C enters the Real Property, NH+C shall provide Allina with evidence the NH+C and/or its agent or contractor entering the Real Property to conduct any surveying or testing is maintaining commercial general liability insurance with limits of at least \$1,000,000.00 per occurrence, naming Allina as an additional insured, waiving rights of subrogation, and indicating that the insurance is primary and not contributory. NH+C shall continue to maintain such insurance through the Effective Date or the earlier termination of this Agreement.

7.1.6 The provisions of the entirety of this Article 7 shall survive the Closing or termination of this Agreement.

7.2 Allina Deliveries. Within ten (10) days following the Execution Date, Allina shall, to the extent such items are in Allina's possession or control, deliver to NH+C copies of the items identified on **Exhibit D** attached hereto relating to the Real Property (collectively, the "Allina Deliveries"), in the form and content maintained by Allina, or, if any such documents are not in Allina's possession or control, a written statement from Allina stating which documents are not in its possession or control or stating that Allina has provided all of the Allina Deliveries in its possession or control. At Allina's election, the Allina Deliveries may be provided as hard copies and/or electronic copies. Allina makes no representations or warranties regarding whether the Allina Deliveries are accurate, complete or otherwise reliable.

7.3 Real Property Inspection and Testing. For a period of thirty (30) days from the Execution Date of this Agreement (the "Inspection Period"), and subject to the terms of this Article 7, NH+C shall have the right to inspect and review all aspects of the Real Property and the potential use, and operation thereof, including, but not limited to, physical conditions, environmental conditions (including vapor testing, Phase I, Phase II, RAP assessments, and other environmental requirements), zoning, access and parking; provided, however, before completing any invasive and/or intrusive environmental testing and/or a Phase II on the Real Property, NH+C shall obtain Allina prior written approval as to the scope and timing of such testing. If prior to the end of the Inspection Period, the Buyer Parties find any information or conditions relating to the Real Property or NH+C's proposed development and use thereof that are objectionable to the Buyer Parties in Buyer Parties' sole discretion, the Buyer shall have the right to terminate this Agreement by giving written notice of termination to Allina no later than the end of the Inspection Period. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or

component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

7.4 Right of First Refusal. From the Effective Date until the twelfth-year anniversary of the Effective Date (the “ROFR Period”), Buyer and NH+C shall not, directly or indirectly through a Subsidiary or an Affiliate, consummate any NH+C Material Transaction with any person or entity other than Allina, unless such NH+C Material Transaction is consummated consistent with the terms of this Section 7.4.

7.4.1 Definitions:

7.4.1.1 Allina Material Transaction:

(a) Any event which would directly or indirectly result in another person or entity (other than a person or entity that is a 501(c)(3) tax-exempt nonprofit entity) owning or acquiring Control of Allina such that Allina is no longer an Independent Healthcare System, whether by (i) sale, transfer, lease, or other disposition, directly or indirectly, of all or substantially all of the assets of Allina; (ii) merger, consolidation, business combination, reorganization, member substitution, member creation, or other similar transaction involving Allina (whether or not Allina is the surviving entity); (iii) affiliation agreement, joint venture, or other agreement or arrangement; or (iv) any combination of the foregoing; or

(b) A transaction whereby any person or entity (other than a person or entity that is a 501(c)(3) tax-exempt nonprofit entity) acquires a right to appoint any members of the Allina Board, whether through ownership of membership interests, voting securities, by contract, or otherwise.

7.4.1.2 Competition Law: The HSR Act and any other federal, state, or local statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws, each as amended from time to time, that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade, including Minnesota Statutes Section 145D.01.

7.4.1.3 Control: (a) The power to vote any of the securities, other equity interests, or membership interests of a person or entity; (b) the power to elect any of the members of the governing board or executive committee of a person or entity; or (c) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of membership interests, voting securities, by contract, reserved membership powers, super-majority voting provisions, or otherwise. The terms “Controlling” and “Controlled” have meanings correlative thereto.

7.4.1.4 Exercise Period: Sixty (60) days, provided, however, that the Exercise Period shall be extended, at Allina’s option, to ensure that Allina has at

least one regularly scheduled board meeting during the Exercise Period that is at least thirty (30) days after the receipt of the Offer Notice.

7.4.1.5 Governmental Antitrust Authority: Any Governmental Entity with regulatory jurisdiction over enforcement of any applicable Competition Law.

7.4.1.6 Governmental Entity: (a) Any federal, state, local, municipal, foreign or international government or governmental authority, quasi-governmental entity of any kind, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private) or any other body or subdivision exercising or entitled to exercise any administrative, executive, judicial, quasi-judicial, legislative, police, regulatory, or taxing authority or power of any nature, (b) any self-regulatory organization or (c) any political subdivision of any of the foregoing.

7.4.1.7 Independent Healthcare System: A healthcare system which is not directly or indirectly, formally or informally, Controlled by or under common Control with any other person or entity.

7.4.1.8 Material Component: (a) a business line, program, or service of NH+C or a Subsidiary or other Affiliate of NH+C, provided that the revenue from such business line, program, or service was at least 50% of the total combined revenue of NH+C and its Subsidiaries and other Affiliates during the most recently completed fiscal year of NH+C; (b) assets of NH+C or a Subsidiary or other Affiliate of NH+C, provided that the book value of such assets is at least 50% of the combined book value of all assets of NH+C and its Subsidiaries and Affiliates; or (c) any combination of the foregoing.

7.4.1.9 NH+C Material Transaction:

(a) Any event which would directly or indirectly result in another person or entity owning or acquiring Control of NH+C from the City such that NH+C is no longer a Minnesota municipal entity or an Independent Healthcare System, whether by (i) sale, transfer, lease, or other disposition, directly or indirectly, of all or substantially all of the assets of NH+C; (ii) merger, consolidation, business combination, reorganization, member substitution, member creation, or other similar transaction involving NH+C (whether or not NH+C is the surviving entity); (iii) affiliation agreement, joint venture, or other agreement or arrangement; or (iv) any combination of the foregoing.

(b) A transaction whereby any person or entity other than the City acquires a right to appoint any members of the NH+C Board, whether

through ownership of membership interests, voting securities, by contract, or otherwise;

(c) An agreement whereby any person or entity acquires the right to manage substantially all of NH+C or the Northfield Hospital; or

(d) Any transfer by any means of a Material Component of NH+C.

7.4.1.10 Subsidiary: Any person or entity which is Controlled directly or indirectly by NH+C.

7.4.2 If, at any time during the ROFR Period, Buyer or NH+C receives a bona fide written offer for a NH+C Material Transaction that either Buyer or NH+C desires to accept (each, a “Third-Party Offer”), NH+C shall promptly notify Allina in writing, which notice shall be provided before any formal indication of acceptance by either of the Buyer Parties to the party making the Third Party Offer (the “Offer Notice”). The Offer Notice shall contain the identity of all proposed parties to such NH+C Material Transaction and the material financial and other terms and conditions of such Third-Party Offer (the “Material Terms”). Upon receipt of the Offer Notice, Allina shall be provided an opportunity during the Exercise Period to extend an offer to Buyer to enter into an agreement with Allina on the same Material Terms of such Third-Party Offer (the “ROFR Offer”).

7.4.3 At any time prior to the expiration of the Exercise Period, Allina may extend the ROFR Offer by delivery of written notice to Buyer and NH+C. Upon receipt of the ROFR Offer, the Buyer Parties may (i) accept the ROFR Offer; (ii) agree to negotiate further, exclusively with Allina; or (iii) reject the Third Party Offer and the ROFR Offer (the “ROFR Response”). The Buyer Parties will deliver their ROFR Response within sixty (60) days of receipt of the ROFR Offer and, unless the Buyer Parties reject the Third Party Offer and ROFR Offer, the parties will, in good faith, work to execute a definitive agreement within one hundred eighty (180) days of the receipt of the ROFR Response. If the Buyer Parties do not deliver a ROFR Response to Allina within such 60-day period, they will be deemed to have rejected the Third Party Offer and the ROFR Offer. If the Buyer Parties accept the ROFR Offer or agree to negotiate exclusively with Allina and a definitive agreement is not executed within such one hundred eighty (180) day period and such period is not extended by mutual agreement or in accordance with Section 7.4.7, the Buyer Parties shall be permitted to pursue the Third-Party Offer on terms that are no more favorable to such third-party than the ROFR Offer. For the sake of clarity, in the event that Allina withdraws the ROFR Offer or the Buyer Parties reject the ROFR Offer after initially accepting it, the terms and conditions of this Section 7.4 will again apply and the Buyer Parties shall not enter into any NH+C Material Transaction during the ROFR Period without affording Allina the right of first refusal on the terms and conditions of this Section 7.4.

7.4.4 If, by the expiration of the Exercise Period, Allina has not extended its ROFR Offer, and provided that the Buyer Parties have complied with all of the provisions of this Section 7.4, at any time during the one hundred eighty (180) day period

following the expiration of the Exercise Period, the Buyer Parties may consummate the NH+C Material Transaction with the counterparty identified in the applicable Offer Notice on Material Terms that are the same or more favorable to the Buyer Parties as the Material Terms set forth in the Offer Notice. Such one hundred eighty (180) day period may be extended by mutual agreement of Allina and the Buyer Parties or in accordance with Section 7.4.7. If such Third-Party Transaction is not consummated within such one hundred eighty (180) day period or the extended period, the terms and conditions of this Section 7.4 will again apply and the Buyer Parties shall not enter into any NH+C Material Transaction during the ROFR Period without affording Allina the right of first refusal on the terms and conditions of this Section 7.4.

7.4.5 For the avoidance of doubt, the terms and conditions of this Section 7.4 apply to each Third-Party Offer received by NH+C or Buyer during the ROFR Period.

7.4.6 Notwithstanding the foregoing or anything in this Agreement to the contrary, this Section 7.4 and the ROFR shall not apply:

7.4.6.1 To the instance in which NH+C enters, subject to City Charter and City Code, into a conversion transaction to transition from municipal ownership to an Independent Healthcare System. After such conversion transaction is complete, the Parties agree that the terms and conditions of this Section 7.4 apply to each Third-Party Offer received by the Buyer Parties during the ROFR period; or

7.4.6.2 In the event Allina undergoes an Allina Material Transaction during the ROFR Period.

7.4.7 The time periods described in Section 7.4 to consummate the Third-Party Transaction or a transaction with Allina (each a “Material Transaction Outside Date”) shall be extended to the extent reasonably necessary to comply with requests for additional information from a Governmental Antitrust Authority in connection with any required filings under applicable Competition Laws. The Parties will negotiate, in good faith, a reasonable, one-time extension of the Material Transaction Outside Date prior to the expiration of such Outside Date.

7.4.8 The Parties agree that Allina’s Material Transaction ROFR set forth in this Section 7.4 shall survive the closing, termination, or expiration of this Agreement and shall remain in full force and effect for the duration of the ROFR Period. For purposes of clarity, the Parties further agree that the proposed transaction involving Allina and Sutter Health, a California nonprofit public benefit corporation recognized by the IRS as an organization described in Section 501(c)(3) of the Internal Revenue Code, does not constitute an “Allina Material Transaction.”

ARTICLE 8 TITLE/SURVEY MATTERS

8.1 Allina's Title Evidence. Allina shall obtain and deliver to NH+C, prior to or within twenty (20) days of the Execution Date and at Allina's expense, a title commitment for the Real Property (the "Title Commitment") for an extended ALTA Owner's Policy of Title Insurance insuring title to the Real Property in the amount of the Purchase Price allocated to the Real Property. The Title Commitment will commit Knight Barry Title (the "Title Company") to insure title to the Real Property subject only to standard exceptions and the Permitted Encumbrances (as hereinafter defined), as defined herein. The Title Commitment will include proper searches covering bankruptcies, state and federal judgments and liens and shall be accompanied by copies of all recorded documents referred to in "Schedule B" of such Title Commitment.

8.2 Survey. Allina will provide NH+C its most recent Existing Survey (as hereinafter defined), if any, as part of the Allina Deliveries. If there is no Existing Survey or the Existing Survey does not cover the entirety of the Real Property and/or is not acceptable to the Title Company to provide NH+C all of the coverages and endorsements NH+C seeks in connection with this transaction, NH+C, at NH+C's sole cost and expense, shall obtain an updated survey of the Real Property (the "Updated Survey") within thirty (30) days of receipt of the Title Commitment. (Hereinafter, the Title Commitment, the Existing Survey, if any, and, if NH+C obtains the same within the time period set forth in Section 8.2 above, the Updated Survey, are sometimes hereafter collectively referred to as the "Title Evidence").

8.3 NH+C's Objections. Within ten (10) days after receiving the last of the Title Evidence, or if an Updated Survey is not obtained or not timely obtained, then on or prior to the last day of the Inspection Period, NH+C will make written objections ("Objections") to the form and/or contents of the Title Evidence. Except for the Preliminary Objections (as hereinafter defined), NH+C's failure to make Objections within such time period will constitute waiver of any potential Objections. Notwithstanding the foregoing, at Closing and at the Effective Date, the Real Property shall not be subject to any (a) mortgage, deed to secure debt, deed of trust, mechanic's lien or other title exception or defect that is monetary in nature (other than those which are the result of NH+C's actions) (collectively, the "Real Property Liens"), and Allina hereby agrees to pay and satisfy of record any Real Property Liens prior to or at Closing at Allina's expense (and, if Allina fails to do so, NH+C may discharge any remaining Real Property Liens at Closing and have the amount paid by NH+C in discharging such lien applied as a credit against the Purchase Price); or (b) any leases, tenancies or occupancy arrangements of any kind, whether written or oral; or (c) any options, rights of first offer, rights of first refusal or similar tenancy, occupancy or purchase rights (other than NH+C's rights hereunder) (collectively, the "Preliminary Objections"). Subject to the foregoing, any matter shown on the Updated Survey or on Schedule B of the Title Commitment and not objected to by NH+C in the Objections shall be a "Permitted Encumbrance" under the terms of this Agreement. Allina will have thirty (30) days after receipt of any Objections to cure the Objections, in which event Closing will be extended accordingly. Allina shall notify NH+C which of those Objections Allina intends to cure or satisfy and which Allina will not work to cure or satisfy. If the Objections are not cured within such thirty (30) day period, NH+C will have the option to do any of the following:

8.3.1 Terminate this Agreement; or

8.3.2 If the Objections are liens that may be removed by paying the balance due thereon, including any Real Property Liens, NH+C may take title to the Real Property pursuant to the terms of this Agreement and discharge any such liens and have the amount paid by NH+C in discharging the liens applied as a credit against the Purchase Price; or

8.3.3 Waive the Objections (which shall then become Permitted Encumbrances) and proceed to close, in which case Allina shall have no further obligations with respect to the Objections.

8.4 Title Policy. NH+C shall be responsible for the premium charged by the Title Company for the title policy (“Title Policy”) issued by the Title Company pursuant to the Title Commitment, including the costs of endorsements. Notwithstanding anything herein to the contrary, the obligation of the Buyer Parties to close the transaction contemplated herein is contingent upon receipt by the Buyer Parties of the Title Policy or a suitably marked-up copy of the Title Commitment obligating Title to issue the Title Policy, subject only to the Permitted Encumbrances and all title policy endorsements reasonably required by the Buyer Parties.

ARTICLE 9 CLOSING CONDITIONS

9.1 General Procedure. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place after all the closing conditions set forth in this Article have been satisfied or waived by the applicable Party. At the Closing, each Party shall deliver to the other Party such documents, instruments and materials as may be reasonably required or requested to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the other Party. Subject to the provisions of Article 10, failure to consummate the Closing on the date and time and at the place determined pursuant to Section 9.2 shall not relieve either the Buyer Parties or Allina of any obligation under this Agreement.

9.2 Time and Place. The Closing shall take place virtually on the Closing Date or at such other time and place as shall be mutually acceptable to the Buyer Parties and Allina and shall be effective on the Effective Date. Notwithstanding the foregoing, closing on the conveyance of the Real Property shall occur simultaneously with the Closing Date, provided, however, via the Title Company, with the Buyer and Allina delivering original wet-ink signatures of the applicable closing documents relating to the Real Property to the Title Company on or one (1) business day prior to the Closing Date.

9.3 Additional Conditions to Obligations of the Buyer Parties. The obligation of the Buyer Parties to consummate the transactions contemplated by this Agreement is also subject to the satisfaction (or waiver by the Buyer Parties as provided for in Section 12.10) of each of the following conditions:

9.3.1 Representations and Warranties. Each of the representations and warranties of Allina contained in this Agreement shall be true and correct at and as of the Closing Date as though then made and as though “Closing Date” had been substituted for

“Execution Date” throughout such representations and warranties, except that any such representation or warranty expressly made as of a specified date other than the Execution Date shall only need to have been true on and as of such date. NH+C shall have received a certificate of a duly authorized officer of Allina to this effect.

9.3.2 Pre-Closing Agreements. Allina shall have performed or complied with all agreements, covenants and closing conditions required by this Agreement to be performed or complied with by it after the date hereof and on or prior to the Closing. NH+C shall have received a certificate of a duly authorized officer of Allina to that effect.

9.3.3 Material Adverse Change. There shall have occurred no material adverse change in the Assets as a whole, since the Execution Date, nor shall there have occurred any damage, loss, destruction or condemnation of the Assets.

9.3.4 Third Party Consents. Allina shall have provided all notices and, subject to and without limiting the qualifiers in Section 2.1 regarding certain Assets, obtained all authorizations, consents or approvals required by it under this Agreement.

9.3.5 Condition of Real Property. No later than the Closing Date, Allina shall ensure such premises are cleared of any and all Excluded Assets, including all signage for Allina.

9.3.6 Schedules and Exhibits. There has been no material change in the information set forth in the schedules or exhibits to this Agreement between the Execution Date and the Closing Date and the Closing Date and Effective Date. NH+C shall have received a certificate of a duly authorized officer of Allina to that effect.

9.4 Additional Conditions to Obligations of Allina. The obligation of Allina to consummate the transactions contemplated by this Agreement is also subject to the satisfaction (or waiver by Allina as provided for in Section 12.10) of each of the following conditions:

9.4.1 Representations and Warranties. Each of the representations and warranties of the Buyer Parties contained in this Agreement shall be true and correct at and as of the Closing Date as though then made and as though “Closing Date” had been substituted for “Execution Date” throughout such representations and warranties, except that any such representation or warranty expressly made as of a specified date other than the Execution Date shall only need to have been true on and as of such date. Allina shall have received a certificate of a duly authorized officer of the Buyer Parties to that effect.

9.4.2 Pre-Closing Agreements. The Buyer Parties shall have performed or complied with all agreements, covenants and closing conditions required by this Agreement to be performed or complied with by it after the date hereof and on or prior to the Closing. Allina shall have received a certificate of a duly authorized officer of the Buyer Parties to that effect.

9.5 Specific Items to be Delivered at the Closing. Allina and the Buyer Parties shall deliver the following items to each other at the Closing of the transactions contemplated by this Agreement:

9.5.1 To be delivered by the Buyer Parties. The Buyer Parties shall deliver to Allina (collectively (“Buyer Parties’ Closing Documents”)):

- a. Payment. Payment as provided in Section 4.2.
- b. Bill of Sale. A Bill of Sale, Assignment and Assumption Agreement (the “Bill of Sale”) in the form attached here to as **Exhibit D**, executed by the Buyer Parties.
- c. Certificate. A certificate of an authorized officer of the Buyer Parties confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Article 6 hereof, and the performance or compliance with all agreements, covenants and closing conditions, as required pursuant to Sections 9.4.1 and 9.4.2.
- d. Title Documents. Such affidavits of Buyer, certificates, or other documents as may be reasonably required by the Title Company in order to record Allina’s Closing Documents and the Buyer Parties’ Closing Documents and/or issue the Title Policy (as hereinafter defined).
- e. Settlement Statement. Execution of settlement statement with respect to this Transaction approved by Allina and NH+C.
- f. Hospital Revenue Bond. The Hospital Revenue Bond, executed by the Buyer Parties.
- g. Mortgage. A mortgage, in a form reasonably satisfactory to Allina and Buyer (the “Mortgage”), executed by Buyer.
- h. Other Documents. Any affidavits, certificates, or other documents that may be required under applicable law and/or that are reasonably determined by Allina or the Title Company to be necessary to transfer the Assets to Buyer and to evidence that the Buyer Parties have duly authorized the transactions contemplated hereby.

9.5.2 To be delivered by Allina. Allina shall deliver to NH+C (collectively, “Allina’s Closing Documents”):

- a. Bill of Sale. The Bill of Sale, executed by Allina and AHC, LLC.
- b. Certificate. A certificate of an authorized officer of Allina confirming, as of the Closing Date, the accuracy of and compliance with the

representations, warranties and covenants of Allina set forth in Article 5 hereof, as required pursuant to Sections 9.3.1, 9.3.2 and 9.3.6.

c. Consents. All consents or waivers as required by Section 5.1.13 hereof.

d. Limited Warranty Deed. A Limited Warranty Deed, in form reasonably satisfactory to Allina and Buyer, conveying the Real Property to Buyer subject only to the Permitted Encumbrances (as hereinafter defined) (the “Deed”).

e. Mortgage. The Mortgage, executed by Allina.

f. Allina’s Affidavit. A standard “Affidavit by Allina” or similar affidavit indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Allina or the Real Property; that there has been no skill, labor, or material furnished to the Real Property for or at Allina’s request for which payment has not been made or for which mechanics’ liens could be filed; and that there are no other unrecorded interests in the Real Property, together with any other affidavit and/or indemnity that may be required by the Title Company to issue an owner’s policy of title insurance with the standard exceptions waived.

g. FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.

h. Well Certificate. A Well Certificate relating to the Real Property in the form required by law, if any, or a statement on the Deed that Allina does not know of any wells on the Property or that the status and number of wells on the Property has not changed since the last previously filed well disclosure certificate.

i. Settlement Statement. Execution of settlement statement with respect to this Transaction approved by Allina and the Buyer Parties.

j. Other Documents. Any affidavits, certificates, or other documents that may be required under applicable law and/or that are reasonably determined by Buyer Parties or the Title Company to be necessary to transfer the Real Property to Buyer and to evidence that Allina has duly authorized the transactions contemplated hereby.

9.6 Additional Documentation. Each Party shall from time to time, subsequent to the Effective Date, at the other Party’s request and without further consideration, execute and deliver to the requesting party such other instruments of conveyance, assignment or transfer, and take such other action as the requesting Party reasonably may require in order more effectively to convey, transfer to and vest in Buyer, and put Buyer in possession of the Assets.

9.7 Continuing Obligation to Inform. Until the Effective Date, each Party shall promptly inform the other of any information concerning events subsequent to the Execution Date that would render any statement, representation or warranty in this Agreement, any information contained in any Schedule or any information previously provided during the due diligence process to be inaccurate or incomplete in any material respect at any time after the date hereof. Without limiting the foregoing, (i) Allina will promptly notify NH+C of (x) any breach or violation by Allina of its representations, warranties, covenants or agreements contained in this Agreement, and (y) any information that would make the representations and warranties contained in Sections 5.1.1 through 5.1.10 untrue if made as of any time after the Execution Date, including on and as of the Effective Date; and (ii) NH+C will promptly notify Allina of (x) any breach or violation by NH+C of its representations, warranties, covenants or agreements contained in this Agreement, and (y) any information that would make the representations and warranties contained in Sections 6.1.1 through 6.1.6 untrue if made as of any time after the Execution Date, including on and as of the Effective Date.

ARTICLE 10 TERMINATION & DELAY

10.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing, as follows:

10.1.1 Mutual Agreement. Upon the mutual written agreement of the Buyer Parties and Allina.

10.1.2 Misrepresentation or Breach by Allina. By NH+C, upon written notice to Allina, if there has been a material misrepresentation by Allina or a material breach of any of Allina's obligations under this Agreement; provided, however that Allina shall be provided with detailed written notice of the breach and a period of thirty (30) days to cure such breach.

10.1.3 Misrepresentation or Breach by the Buyer Parties. By Allina, upon written notice to NH+C, if there has been a material misrepresentation by any Buyer Party or a material breach of any of the Buyer Parties' obligations under this Agreement; provided, however that the Buyer Parties shall be provided with detailed written notice of the breach and a period of thirty (30) days to cure such breach.

10.1.4 Damage or Loss. By Buyer pursuant to Section 12.2.

10.1.5 Illegality. By either the Buyer Parties or Allina pursuant to Section 12.12.

10.1.6 Title Objections. By the Buyer Parties pursuant to Section 8.3.

10.1.7 Outside Date. By any Party if the Closing does not occur on or before December 31, 2026.

10.1.8 By the Buyer Parties pursuant to Section 7.3.

10.2 Effect of Termination and Remedies.

10.2.1 In the event of termination of this Agreement pursuant to Section 10.1.1, 10.1.4, 10.1.5, 10.1.6, or 10.1.7 (so long as the failure to close by the Outside Date is not due to the breach of a Party), this Agreement shall become void, there shall be no liability under this Agreement on the part of the Buyer Parties or any of their Affiliates, officers or directors or Allina or any of its officers, directors, agents or representatives, and all rights and obligations of any Party under this Agreement shall cease. Notwithstanding the foregoing, the rights and obligations set forth in Section 12.8 shall survive termination of this Agreement for the period stated therein.

10.2.1 If a Buyer Party defaults under this Agreement, Allina will have the right to terminate this Agreement, after written notice of cancellation as provided under Minnesota Statutes §559.21 and Allina will be entitled to the earnest money in the amount of \$100,000 as liquidated damages.

10.2.2 If Allina defaults under this Agreement, the Buyer Parties will have the right to (i) terminate this Agreement by giving written notice of termination to Allina, whereupon this Agreement will terminate and the Buyer Parties will receive damages limited to the third party out-of-pocket costs incurred by the Buyer Parties related to this Agreement or the Property up to a maximum of \$100,000, or (b) to bring a suit for specific performance (but not damages) provided that any suit for specific performance must be brought (if at all) within sixty (60) days of Allina's default, the Buyer Parties waiving the right to bring an action for specified performance at any later date.

10.3 Dispute Resolution. Unless otherwise provided in this Agreement, any dispute relating to this Agreement that the Parties cannot otherwise resolve through good faith negotiations will be subject to the following dispute resolution procedures:

10.3.1 Impasse. After good faith efforts to resolve the dispute, either Party may declare an impasse, provide the other Party with written notice of such declaration, and submit the dispute for resolution pursuant to this Section.

10.3.2 Negotiation. The dispute or question will first be submitted for resolution through good faith negotiations between the Parties, which will include the Vice President of Strategic Market Development and Outreach of Allina (or designee), the President of NH+C (or designee) and the City Administrator. The President of NH+C and City Administrator will coordinate negotiation on behalf of the Buyer Parties and will ensure involvement and approval by the Buyer, as appropriate.

10.3.3 Mediation. If the Buyer Parties and Allina fail through such negotiations to resolve the dispute within 30 days (unless the Parties mutually agree to extend the negotiations), then it may be submitted to mediation by either Party. The negotiations will be considered to have failed if any of the representatives listed in 10.3.2, after at least

four joint meetings, determines that no reasonable resolution can be reached and provides written notice to the other Party of a request for mediation.

10.3.4 Mediator. The mediation will be conducted by one mediator who will be selected jointly by the Parties within 10 days after notice of the request for mediation. If the Parties cannot agree on a mediator, each Party will select a mediator within five days after the Parties' failure to agree upon a mediator. The two mediators so selected must jointly appoint a mediator who will conduct the mediation.

10.3.5 Authority. The mediation will commence within 30 days after the selection of the mediator. Each of the Parties must attend the mediation through one or more persons who has the authority to settle the dispute for the respective party.

10.3.6 Expenses. The expenses and fees of the mediator will be shared equally by Allina and NH+C. The mediation will continue until the earliest of the following: (i) the dispute is settled; (ii) the mediator declares by written notice to both Parties that the Parties are at an impasse and not all disputes can be resolved; or (iii) upon notice by either Party, after passage of not fewer than 60 days after appointment of the mediator.

ARTICLE 11 INDEMNIFICATION

11.1 Allina Indemnification. The representations and warranties contained in this Agreement shall survive the Effective Date for a period of 12 months. Subject to the terms and conditions of this Article 11, Allina will defend, hold harmless, and indemnify the Buyer Parties, its officers, directors and employees (the "Buyer Indemnified Parties") from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) (collectively, "Losses") asserted against, imposed upon or incurred by the Buyer Parties which the Buyer Parties may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (i) the breach or inaccuracy of any representation or warranty made by Allina in this Agreement; or (ii) the failure of Allina to comply with any covenants or other commitments made by it in this Agreement.

11.2 Buyer Parties Indemnification. The representations and warranties contained in this Agreement shall survive the Effective Date for a period of 12 months. Subject to the terms and conditions of this Article 11, the Buyer Parties will defend, hold harmless, and indemnify Allina, its officers, directors, shareholders and employees (the "Allina Indemnified Parties") from any and all Losses asserted against, imposed upon or incurred by Allina which it may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (i) the breach or inaccuracy of any representation or warranty made by the Buyer Parties in this Agreement; or (ii) the failure of the Buyer Parties to comply with any covenants made by the Buyer Parties in this Agreement. For purposes of this indemnification provision, NH+C shall be solely responsible for the indemnification obligations under Article 11, including but not limited to all fees, expenses and costs associated therewith.

11.3 Procedure for Indemnification. If any legal proceeding shall be instituted, or if any claim shall be asserted by any Party in respect of which indemnification or payment may be sought by one Party hereto from another Party under the provisions of this Article 11, the Party seeking such payment or indemnification hereunder (the “Indemnitee”) shall promptly cause written notice of claim (the “Claim Notice”) to be delivered to the Party from whom indemnification or payment is sought (the “Indemnitor”). Failure to give such Claim Notice shall not be deemed a waiver of any claim or a bar to the assertion of such claim, unless and then only to the extent the Indemnitor is damaged or prejudiced by the delay. If the Indemnitor notifies the Indemnitee in writing within 15 days after the Indemnitee’s delivery of a Claim Notice that the Indemnitor accepts responsibility for such claim, which acceptance may be made with a reservation of rights against the Indemnitee (in any case, an “Acceptance”), then the defense and settlement of such claim shall be at the discretion of and conducted by the Indemnitor, except that the Indemnitor may not enter into any settlement which in any way obligates the Indemnitee or includes or could reasonably be deemed to imply an admission on the part of the Indemnitee without the prior written consent of the Indemnitee, which consent shall not be unreasonably delayed, conditioned or withheld. If the Indemnitor accepts such responsibility, then the Indemnitee shall have the right to be represented by advisory counsel and accountants, at the Indemnitee’s sole cost and expense and at no expense to the Indemnitor, and shall be kept informed at reasonable times of the status of such proceeding, claim or demand whether or not so represented. The Parties agree to make available to each other, their counsel and accountants all information and documents reasonably available to them which relate to such claim, and the Parties agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of such claim. If the Indemnitor fails to deliver an Acceptance to the Indemnitee within 15 days after the Indemnitee’s delivery of a Claim Notice, then all Losses suffered or incurred by the Indemnitee with respect to a claim which comes within the scope of the obligations to defend, indemnify, and hold harmless stated in this Article 11 shall be promptly paid or reimbursed by the Indemnitor, regardless of whether the Indemnitee is required to make any payment to any third party claimant.

11.4 Certain Limitations. Notwithstanding anything to the contrary set forth in this Agreement, an Indemnitee will not be entitled to indemnification under Section 11.1 unless the aggregate of Losses thereunder exceeds \$50,000 (the “Threshold”), at which time the Indemnitor will be obligated to indemnify the Indemnitee with respect to the aggregate amount of all such Losses from the first dollar. The aggregate amount of all Losses for which an Indemnitor shall be liable pursuant to Section 11.1 or 11.2 as the case may be, shall not exceed \$200,000.

11.5 Legal Proceedings. In the event any Party becomes involved in any legal, governmental or administrative proceeding which may result in indemnification claims hereunder, such Party shall promptly notify the other Parties in writing and in full detail of the filing, and of the nature of such proceeding.

ARTICLE 12 MISCELLANEOUS

12.1 Publicity. The timing and content of all public announcements relating to the execution of this Agreement and/or the consummation of the transactions contemplated herein, shall be approved by the Parties prior to the release of such public announcement. Following the

Execution Date, each Party will promptly work with the other Party to expeditiously approve such Party's proposed public announcements and messaging.

12.2 Risk of Loss.

12.2.1 Casualty. Until the Effective Date, Allina will continue in force any and all fire, casualty, theft or other insurance policies relating to the Assets. In the event of any material destruction, damage to or theft of the Assets or property related thereto prior to the Closing Date, the Buyer shall have the right to either (i) consummate the Closing, in which event all of Allina's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs reasonably incurred by Allina to repair or restore the Property, which shall be payable to Allina promptly after Buyer's receipt of such insurance), to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to the Buyer at Closing, and the Buyer shall be entitled to a credit in the amount of Allina's deductible at Closing;¹ or (ii) elect not to proceed with the transactions contemplated by this Agreement. In the event of any destruction, damage to or theft of the Assets or property related thereto after the Closing Date but prior to the Effective Date, all of Allina's right, title and interest in and to the proceeds of any insurance covering such damage, to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to the Buyer and the Buyer shall have the right to deduct from the Purchase Price, the amount of such loss that is not covered by insurance proceeds payable to Allina. Allina will repay any such amounts to the Buyer within 30 days of the determination of such amount by the Buyer.

12.2.2 Condemnation. If, prior to the Closing Date, eminent domain proceedings are threatened or commenced against all or any portion of the Real Property, Allina shall promptly give written notice to the Buyer Parties of such fact, and at the option of the Buyer Parties (to be exercised by written notice to Allina within thirty (30) days after such notice of such proceeding is given to the Buyer Parties), this Agreement shall terminate, in which event the Parties will have no further obligations under this Agreement. If the Buyer Parties do not give such notice, then there shall be no reduction in the Purchase Price, and Allina shall assign to Buyer at the Closing Date all of Allina's right, title, and interest in and to any award made or to be made in the eminent domain proceedings (other than any award relating to losses of revenues prior to the Closing Date). Prior to the Closing Date, Allina shall not designate counsel, appear in, or otherwise act with respect to the eminent domain proceedings without the Buyer Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The provisions of this Section shall survive the Closing.

12.3 Notices. Any notice pursuant to this Agreement must be in writing and must be personally delivered or sent by overnight or certified mail, addressed to the Parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by overnight or certified mail. A copy of such notice must

¹ NTD: Parties to discuss.

be provided to the email address listed below at the time such notice is deposited in the mail or personally delivered.

If to NH+C: Northfield Hospital + Clinics
Attn: President and CEO
200 North Avenue
Northfield, MN 55057
[insert email]

If to Buyer/City: City of Northfield
Attn: City Administrator
801 Washington Street
Northfield, MN 55057
[insert email]

If to Allina: Toby Freier
VP-Strategic Market Development and Outreach
Allina Health
2925 Chicago Avenue South
Minneapolis, MN 55407
Tobey.Freier@allina.com

With a copy to:

William J. King
Senior Associate General Counsel
Allina Health
2925 Chicago Avenue South
Minneapolis, MN 55407
William.King@allina.com

12.4 Assignment. Allina may not assign or transfer its rights hereunder without the Buyer Parties' prior written consent. The Buyer Parties may not assign or transfer its rights hereunder without Allina's prior written consent. Notwithstanding the above, either Party may, without the other Party's consent, assign this Agreement to any other entity now or hereafter controlling, controlled by, or under common control with such Party.

12.5 Amendment. This Agreement may be amended only upon mutual written agreement of the Parties.

12.6 Entire Agreement. This Agreement, together with its exhibits, schedules, and attachments, constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either Party to the other concerning the subject matter of this Agreement.

12.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

12.8 Survivability. The duties and responsibilities of the Parties contained in the following Articles and Sections will survive termination of this Agreement: Articles 5, 6, and 11 and Sections 7.4, 10.2, 10.3, 12.3, 12.8-12.10, 12.12, and 12.13.

12.9 Waiver. The failure of any Party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

12.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

12.11 Illegality. If, as determined by agreement of the Parties' counsel, or, if the Parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the Parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation of the transactions contemplated by this Agreement (collectively, an "Order"), then either Party may give notice to the other to amend this Agreement solely to comply with the Law or Order and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either Party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law or Order is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law or Order, and before a determination is made, either Party may suspend payments under the Agreement pending resolution, amendment or termination.

12.12 Costs, Expenses and Attorney's Fees. If either Party incurs costs, expenses, or attorneys' fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful Party in such dispute will reimburse the prevailing Party for its costs, expenses, and attorneys' fees.

12.13 No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by NH+C or Allina to any person or entity not a Party to this Agreement, including any individuals employed by or under contract with NH+C or Allina.

12.14 Execution. This Agreement may be executed in counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same agreement. Counterparts executed and delivered electronically or by facsimile shall be effective as originals.

12.15 Legal Counsel. Allina and NH+C acknowledge and agree that this Agreement and certain related documents (collectively with this Agreement the “Transaction Documents”) have been prepared by Fredrikson & Byron, P.A. (the “Law Firm”) at the request of both Parties. There is an inherent potential for conflicts of interest among the Parties to the Transaction Documents because the Transaction Documents establish the rights and obligations of each of the Parties to the Transaction Documents. Notwithstanding the fact that the Law Firm has prepared the Transaction Documents and has described the provisions of the Transaction Documents to one or more of the parties in preparation of the Transaction Documents and in related matters, the Parties have waived any potential conflicts of interest that may arise as a result of the above actions by the Law Firm, whether or not one or more of the Parties may have consulted with separate legal counsel concerning the Transaction Documents. Each Party represents that it has been advised of its right to seek separate counsel to review the Transaction Documents on behalf of such Party.

12.16 Recitals and Exhibits. The recitals and exhibits hereto are incorporated herein and made a part hereof by reference.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives as of the dates set forth below.

ALLINA HEALTH SYSTEM

Chief Executive Officer

Date _____

CITY OF NORTHFIELD

Erica Zweifel, Its Mayor

Lynette Peterson, Its City Clerk

ON BEHALF OF:

NORTHFIELD HOSPITAL + CLINICS,

a Minnesota municipal hospital and an instrumentality of the City of Northfield

President and Chief Executive Officer

Date _____

EXHIBIT A²

LEGAL DESCRIPTION FOR THE LAND (REAL PROPERTY)

Lot 1, Block 1, River Valley Subdivision, Rice County, Minnesota

And

Outlot B in Clinton Heights, in the city of Northfield, Rice County, Minnesota

² NTD: Tentative legal description.

EXHIBIT B

ALLINA DELIVERIES – REAL PROPERTY

1. The most recent existing surveys for all or any portion of the Real Property (the “**Existing Survey**”);
2. All existing title insurance commitments or policies (including copies of exception documents) relating to all or any portion of the Real Property
3. All engineering and construction plans, such as sewer, water, storm sewer, drainage, streets, utilities, off-site construction, grading plans, and building permits pertaining to the Real Property;
4. All soil or geotechnical reports relating to the Real Property;
5. All environmental reports, including Phase I and Phase II reports relating to the Real Property (collectively, the “**Environmental Reports**”);
6. All wetland delineation maps, watershed-related reports or correspondence and similar studies relating to the Real Property.

EXHIBIT C
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (“*Bill of Sale*”) is made as of _____, 2026, by and between CITY OF NORTHFIELD, a Minnesota municipal corporation (“Buyer”), on behalf of Northfield Hospital + Clinics, a Minnesota municipal entity (“NH+C”, and together with Buyer, “Buyer Parties”), Allina Health System, a Minnesota nonprofit corporation (“Allina”), and Allina Heath Clinics, LLC (“AHC, LLC”, and together with Allina, the “Seller”) (each a “Party,” and together the “Parties”).

WHEREAS, Allina and Buyer Parties, are parties to that certain Asset Purchase Agreement dated _____, 2026 (the “*Agreement*”) pursuant to which Buyer will purchase the Assets of Seller (subject to the exclusion of the Excluded Assets) effective as of the Effective Date (all capitalized terms used herein but not defined will have the meanings set forth in the Agreement);

WHEREAS, Seller desires to effectuate the sale, assignment, conveyance, transfer and delivery to Buyer of the Assets (other than the Real Property) (the “Personal Property Assets”);

WHEREAS, for purposes of this Bill of Sale, NH+C will be acting as Buyer’s agent such the with the exception of the Real Property, all assignments, including the assumed Contracts, shall be in the name of NH+C; and

WHEREAS, as part of the transfer of such assets of Seller, Seller desires to assign and delegate to Buyer Parties, and Buyer Parties desire to receive an assignment of and assume from Seller the Assumed Contracts.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Personal Property Assets. Seller hereby irrevocably sells, assigns, conveys, transfers, and delivers to NH+C all of the right, title and interest, legal and equitable, of Seller in and to the Personal Property Assets as of the Closing Date. NH+C hereby purchases, acquires and accepts from Seller, the Personal Property Assets, but the Buyer Parties do not assume and will not be liable for, any Excluded Liabilities. Notwithstanding anything to the contrary contained herein, Seller is not selling, assigning, conveying, transferring, or delivering to NH+C, and Buyer Parties are not purchasing, acquiring, or accepting from Seller, any Excluded Assets.

2. Further Assurances.

A. Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other instruments of sale, conveyance, assignment or transfer and take such other actions as may be reasonably requested to more fully effectuate the sale, conveyance, assignment, transfer and delivery to NH+C, or its successor and assigns, of Seller’s right, title and interest in and to the Personal Property Assets hereby sold, conveyed, assigned,

transferred and delivered to NH+C; and in case of conflict, such specific instruments will control with respect to the Personal Property Assets sold, transferred, conveyed or assigned thereby.

B. Seller hereby authorizes Buyer Parties to take any appropriate action to protect the right, title and interest in and to the Personal Property Assets hereby sold, conveyed, assigned, transferred and delivered to NH+C, in the name of Seller, Buyer Parties or any other name (for the benefit of NH+C and its successors and assigns), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

3. Condition of Personal Property Assets. All of the Personal Property Assets are conveyed in an “AS IS, WHERE IS” condition, without warranty of condition, expressed or implied.

4. Assignment and Delegation; Assumption. Seller hereby sells, assigns, delegates, and transfers to NH+C all of Seller’s rights, obligations, title and interest in, under and to the Assumed Contracts. NH+C hereby assumes and agrees to pay, perform and discharge all liabilities and obligations of Seller pursuant to each Assumed Contract which arise from matters occurring on and after the Closing Date, other than any Assumed Contract being contested in good faith; provided that Buyer Parties do not assume any liabilities or obligations that are Excluded Liabilities.

5. Conflicts. This Bill of Sale is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Bill of Sale and the Agreement, the terms of the Agreement will prevail.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement will survive the execution and delivery of this Bill of Sale.

7. Binding Effect. This Bill of Sale will inure to the benefit of Buyer Parties and its successors and assigns and will be binding upon Seller and its successors and assigns.

8. Governing Law. This Bill of Sale will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to the principles of conflicts of law thereof.

9. Counterparts. This Bill of Sale may be executed in multiple counterparts (including by means of telecopied, facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

ALLINA:

BUYER:

ALLINA HEALTH SYSTEM

CITY OF NORTHFIELD

Name:

Title:

Name: Erica Zweifel

Title: Mayor

AHC, LLC:

ALLINA HEALTH CLINICS, LLC

Name: Lynette Peterson

Title: City Clerk

Name:

Title:

ON BEHALF OF:

NORTHFIELD HOSPITAL + CLINICS,
a Minnesota municipal hospital and an
instrumentality of the City of Northfield

Name: Zander Abbott

Title: President and CEO

Date _____

**SCHEDULE 2.1.2
FURNITURE, FIXTURES, EQUIPMENT AND MISCELLANEOUS TANGIBLE
PROPERTY**

Furniture and Fixture List:

Item	Count	Location Notes
Level 1 Ancillary Items		
Guest exam chair with arms	71	Exam Rooms
Guest exam chair without arms	71	Exam Rooms
Spec Tailor Chair	53	Lobby
Spec Tailor Settee	12	Lobby
Side table	13	Lobby
task chairs non standard	70	Throughout
doc stools,not prime	71	Exams, procedure
Level 1 Systems Furniture		
PPCT systems station: single monitor arm, panel, tackboard, flipper and paper tray	83	Offices/ Team Pods
hi/lo bases corner	8	check in, care coordinator
wall mount ergotron	3	procedure
pencil box file	28	Offices
lateral file	3	Team pods
panels full height	40	team pods
Lower-Level Ancillary Items		
Guest exam chair with arms	6	Exam/ offices/care coordinator
Guest exam chair without arms	14	Exam/ offices/care coordinator
Spec Calvin Chair	36	Lobby and MH exams
Spec Calvin Settee	13	Lobby and MH exams
Side table	15	Lobby
task chairs non standard	33	Throughout
conference stacking chair	28	conference
conference chair nice	12	conference
huddle table	2	huddle
conference/ break tables	18	conference
doc stools, not prime	5	Exams, procedure
Lower-Level Systems Furniture		
single monitor arm	6	throughout
hi/lo base	3	MH reception
wow	1	MH exam
flippers	38	Offices
rail	2	Offices

Item	Count	Location Notes
tack	4	Offices
pencil box file	8	Offices
file file	1	Offices
box box file	23	Offices
30" lateral file	14	Offices
panels partial height	44	Offices

Equipment List:

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Table	Tables, Exam/Treatment	Biodex Medical Systems Inc	056-672	Exam Table	0101009
Fetal monitors	Monitors, Fetal	Corometrics Medical Sys Inc	171	Fetal monitors	SAS16115499PAS
X-Ray Rad System	Radiology System	Quantum Medical Imaging	QG-5000	X-Ray Rad System	QG5000-03J-0907
Surgical Light, Overhead	Surgical Lights	Midmark Corp	355-003	Surgical Light, Over	FT002972
Cast Cutter with Vacuum	Cast Cutters	Stryker Medical Corp	CASTVAC	Cast Cutter with Vac	0606500179
Oximeter, Pulse	Pulse Oximeter	Mallinckrodt Inc	NPB-40	Oximeter, Pulse	G02827581
Scale, Patient	Scales, Patient	Tanita Corp of America Inc (US	BWB-800	Scale, Patient	01090379
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104114
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45ME0-E1	Spot Vital Signs LXi	20061103786
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003049
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003094
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104113
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003579
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061103902
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104132
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104121
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104112
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104115
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104135
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104118
ENT Microscope with Light	Microscopes, Surgical	Global Surgical Corp	MW725F	ENT Microscope with	MW725F-01493

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
SCALE, WHEEL CHAIR access	Scales, Patient	SR Instruments Inc	SR755	SCALE, WHEEL CHAIR a	3094
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104141
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104131
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104130
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367385
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V335416
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V365134
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	767	767 Series	
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V335418
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	767	767 Series	
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104117
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	767	767 Series	
Adjustable Exam Chair	Chairs, Exam	Midmark Corp	230-002	Adjustable Exam Chai	V383632
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367905
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V360736
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	767	767 Series	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367401
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V365133
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V359365
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104116

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401690
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401655
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	104	Table, Exam-Treatment	V392685
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	unk
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	unkn
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	unk
CT Injector	Injectors	Bayer Healthcare, Medrad Inc	85631829	Stellant Flex	1661U1
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401688
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401650
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatment	V367872
Standing Scale	Scales, Patient	Tanita Corp of America Inc (US	WB-110A	Standing Scale	4331
Standing Scale	Scales, Patient	Tanita Corp of America Inc (US	WB-110A	Standing Scale	3904
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374286065020
Surgical Light, Overhead	Surgical Lights	Midmark Corp	355-025	Surgical Light, Over	V487397
Refrigerator/Freezer	Refrigerators & Freezers,	Sanyo Scientific Div	MPR-414F	Refrigerator/Freezer	08120603

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
	Laboratory/Pharmacy				
259 Series	Monitors, Fetal	Corometrics Medical Sys Inc	259CX-A	259 Series	SDJ12053498PA
Mammo Mask View Box	View Boxes	Broadwest Corp	MM8	Mammo Mask View Box	403/0004
X-RAY VIEW BOX	View Boxes	S & S X-Ray Products Inc	Streamliner III	X-RAY VIEW BOX	
X-Ray View Box	View Boxes	S & S X-Ray Products Inc	140D2	X-Ray View Box	BO83723
X-RAY VIEW BOX	View Boxes	S & S X-Ray Products Inc	Streamliner III	X-RAY VIEW BOX	
Mammography View Box	View Boxes	Maxant Div Eleco Inc	Mammo Lume 300-mam 3	Mammography View Box	138035
Refrigerator/Freezer Comb	Refrigerators & Freezers, Laboratory/Pharmacy	Sanyo Scientific Div	MPR-215F	Refrigerator/Freezer	11090611
REFRIGERATORS, LABORATORY	Refrigerators, Laboratory/Pharmacy	Sears Roebuck & Co	NA-Refrigerators, La	REFRIGERATORS, LABOR	WA93401812
Bone Densitometer	Bone Densitometer	GE / Lunar Corp	Prodigy	Prodigy	351706GA
Wireless Digital Detector	CR Image Digitization Systems	FujiFilm Medical Systems	DR-ID1200	FDR D-EVO 2	76551435
Econo	Tables, Exam/Treatment	Biodex Medical Systems Inc	058-726	Econo	11030026
Procedure Light	Surgical Lights	Welch Allyn-Medical Div	GS 900	Procedure Light	101223
Blanket Warmer	Warmers, Blanket	Steris Corp	DJ010124132	Blanket Warmer	0405516003
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20130703874
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20130703881
Contrast Warmer	Warmers, Contrast Media	Thermo Scientific	50125590	Contrast Warmer	IMC40472261
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V1530186
Hyfrecator 2000	Hyfrecators	CONMED Corp	7-900-115	Hyfrecator 2000	14FGJ006
ViroVac	Smoke Evac Sys	Buffalo Filter Div Medtek Dev	VV120	ViroVac	V04427
CareScape	Monitors, BP	GE Healthcare USA	V100	CareScape V100	SH614451590SA
Refrigerator,	Refrigerators,	Sears Roebuck & Co	253.60721008	Refrigerator, Labora	WA70801620

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Laboratory	Laboratory/Pharmacy				
Scale, Patient	Scales, Patient	Tanita Corp of America Inc (US	BWB-800	Scale, Patient	12070892
Compact Suction Unit	Aspirators	Laerdal Medical Corp	LCSU	Compact Suction Unit	LP1008428
Bariatric Exam Table	Tables, Exam/Treatment	Midmark Corp	244-001	Bariatric Exam Table	132161792
Audiometer	Audiometer	Interacoustics	Titan	Audiometer	0903511
Equinox	Audiometer	Interacoustics	Equinox	Equinox	883952
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-46750-001
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	07316K51668
SCALE, INFANT	Scales, Patient	Scale-Tronix Inc	4802	SCALE, INFANT	4802-25618
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-49566-001
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Carescape V100	Monitors, BP	GE Marq-Monitoring	2034803-023	Carescape V100	SH615045469SA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-49057-001
CareScape	Monitors, BP	GE Healthcare USA	V100	CareScape V100	SH616310064SA
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1814982
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1815255
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1837895
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1837886
V100 Carescape	Monitors, BP	GE Marq-Monitoring	2038172-001-2 19568	V100 Carescape	SH617040378SA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Refrigerator	Refrigerators, Laboratory/Pharmacy	Follett Corporation	00983510	Refrigerator	E83982-134 15
Ultrasound	Ultrasound, Portable	GE Dasonics Ultrasound Inc	Vscan	Ultrasound	VH019608JN
Carescape Dinamap	Monitors, BP	GE Marq-Monitoring	V100 Dinamap	V100	SH615045486SA
ViroVac	Smoke Evac Sys	Buffalo Filter Div Medtek Dev	VV120	ViroVac	V04969
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374064150776
AED	Defibrillators, AED	Medtronic Physio-Control Corp	320371500569	Lifepak 1000	43773327
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0082318
Vital Signs Monitor - NIB	Monitors, BP	Welch Allyn Protocol, Inc	53000-E1	Vital Signs Monitor	JA090999
Exam Table	Tables, Exam/Treatment	Midmark Corp	625.401702	Exam Table	V1720552
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1603600
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1602298
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	537407151303
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374070151300
Refrigerator	Refrigerators, Laboratory/Pharmacy	Follett Corporation	00983510	Refrigerator	E93041-216 15
Vision Screener	Analyzer, Visual Function	Welch Allyn Inc.	VS100B	Vision Screener	23965
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Oto/Ophthalmoscope s	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	767	767 Series	
V100 Carescape	Monitors, BP	GE Marq-Monitoring	2038172-001-2	V100 Carescape	SH617120029SA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
			19568		
Portascan 3D	Ultrasound, Abdominal	Laborie Medical Tech Corp	MD-6000	Portascan 3D	MD6000 HD0481
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Exam Light	Lights, Exam	Midmark Corp	250-002	Exam Light	V1910063
Exam Light	Lights, Exam	Midmark Corp	250-002	Exam Light	V1910112
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1928629
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1928617
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1944127
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490129PA
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490158PA
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490141PA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-001	Ritter 204	V1967729
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	(21)01518K50016
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	(21)01218K51625
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	07918K52335
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1803970
Optik model 2	Colposcopes	CooperSurgical Inc USE MEDASON	3MTL-LED-1/2	Optik model 2	17-081071
Optik model 2	Colposcopes	CooperSurgical Inc USE MEDASON	3MTL-LED-1/2	Optik model 2	17-081075

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Fetal Doppler	Blood Flow Detectors	Arjo - Huntleigh Healthcare In	FD2	Fetal Doppler	FD2P30427286-14
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367395
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392684
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392679
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392682
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367398
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367404
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367921
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367840
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367393
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367814
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367412
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367390
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367397
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392680
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392681
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367883
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367799
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367894
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367895
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367816
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	NA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Exam Table	Tables, Exam/Treatment	Midmark Corp	625.401702	Exam Table	V174450
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatment	V367400
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V2054600
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063219
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-001	Ritter 204	V2051413
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2062964
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V206264
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2059956
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063173
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063068
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063191
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063199
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063213
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2062828
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	NA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056897
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056835
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056518

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056978
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056829
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056802
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056785
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056791
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056806
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056863
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056884
Verifit2	Hearing Aid Testers	Audioscan	VF-2	Verifit2	C3392
250 LED	Lights, Exam	Midmark Corp	250-003	250 LED	V2071542
250 LED	Lights, Exam	Midmark Corp	250-003	250 LED	V2071789
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	767	767 Series	na
Aspirator, Gomco Optivac G180	Aspirators	Allied Healthcare Products Inc	G180	Opti Vac G180	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	xxxx
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	xxxx
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	NA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056876
Otoscope	Ophthalmoscope/Otoscope	Welch Allyn Inc.	901093	GS 777	N/A
Otoscope	Ophthalmoscope/Otoscope	Welch Allyn Inc.	901093	GS 777	
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2311541
Otoscope	Ophthalmoscope/Otoscope	Welch Allyn Inc.	901093	GS 777	

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn Inc.	901093	GS 777	NA
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2314414
HEPA-CARE Air Purification Sys	Air Cleaners, Particulate, High-Efficiency Filter, Mobile	Abatement Technologies	HC800F	HC800F	I40720203056
HEPA-CARE Air Purification Sys	Air Cleaners, Particulate, High-Efficiency Filter, Mobile	Abatement Technologies	HC800F	HC800F	I40720203055
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn Inc.	901093	GS 777	na
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777	Oto/Ophthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatment	V367389
Spirometers	Spirometers	NDD Medical Technologies	2500	EasyOne Air	1161085
Spirometers	Spirometers	NDD Medical Technologies	2500	EasyOne Air	1161069
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2430982
Lights, Infrared	Lights, Infrared	Chongqing Xinfeng Medical	CQ-36	TDP Lamp	19080014063
Therapy lamp	Lights, Infrared	K.S. Choi Corp	KS-9800 (TDP-166F)	TDP Infrared Lamp	21030814816
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2462772
OTOScope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2522377
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2511870

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUMBER	EQU_MODEL_NAME	SERIAL_NUMBER
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2512386
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2512396
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscope s	Welch Allyn-Medical Div	GS 777		NA
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Patient scale	Scales, Patient	Befour Inc	MX115	MX115	2301DMX110226
Patient scale	Scales, Patient	Befour Inc	MX115	MX115	23010DMX110227
LED Exam Light	Lights, Exam	Midmark Corp	255-002	LED Exam Light	V2539023
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
exam chair clinic	Chairs, Exam	Midmark Corp	630-020	exam chair clinic	V2546671
Dimensions 6000 3D	Mammo Unit	Hologic Inc	SDM-SYS-6000-3D	Dimensions 6000 3D	SDM131501059
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3698412
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F342A564
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3699289
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F3427044
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3699194
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F3430A55

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Ultrasounds	Ultrasounds	Philips Ultrasound	795234	Epiq Elite	USD22B1902
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Portable Suction	Aspirators	Laerdal Medical Corp	88115 1	LCSU 4	2212220127
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn Inc.	901093	GS 777	
Cast Cutter/Vacuum	Cast Cutters	BSN Medical Inc	0295-400		5554
Dermatology Microscope	Ophthalmoscope/Otoscope s	3Gen Inc	DL3		DL301201000889
Vital Signs Monitor	Monitors, BP	Welch Allyn Inc.	901096	ProBP 2400	042400927
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn Inc.	901093	GS 777	

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
CASE Stress	Monitors, Stress System	GE Marq-Cardiology Div	301234-001	CASE V7.0	SU325252919SA
Tango M2	Monitors, BP	Suntech Medical Inst Inc	2130	Tango M2	M00136276
Treadmills	Treadmills	GE Marq-Cardiology Div	2097357-002	T2100-ST2	GEDC-11849
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Vein Finder	Vein Finder	AccuVein LLC	AV500	AccuVein AV500	AV25090090
Bladderscanner	Ultrasound, Abdominal	Verathon Corp	0570-0412	BladderScan i10	CT254140
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Trophon2	Disinfectors, Liquid Germicide, U/S Probe	Nanosonics	N05000-1	Trophon2	832825-029
OTOscope	Ophthalmoscope/Otoscope s	Hill-Rom Co Inc	901093	GS 777	
Performalift	Tables, Exam/Treatment	Oakworks Inc	PFEX	Performalift	PED686162
Performalift	Tables, Exam/Treatment	Oakworks Inc	PFEX	Performalift	PED686161
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1241287
UPS	UPS	APC-American Power Conversion	BR1500G		4B1615P31052
Tissue ablation	RF Tissue Ablation Systems	Tenex Health	TX-1	Tissue ablation	55400222
Echo Bed	Tables, Exam/Treatment	Medical Positioning Inc	1233	Medical Positioning Inc	804219
	Thermometers, Lab	Fisher Scientific Co	4238	Traceable High Accur	151973761
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			V360734
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			V360677
Exam Light	Lights, Exam	Ritter			V360675
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			v395786
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Goodwin			
Exam Light	Lights, Exam	Goodwin			
Exam Light	Lights, Exam	Ritter			v386888
Exam Light	Lights, Exam	Ritter			v386899
Exam Light	Lights, Exam	Ritter			v335419
Exam Light	Lights, Exam	Ritter			v386882
Exam Light	Lights, Exam	Ritter			v359364
Exam Light	Lights, Exam	Ritter			v365132
Exam Light	Lights, Exam	Ritter			v359351
Exam Light	Lights, Exam	Ritter			v357236
Exam Light	Lights, Exam	Ritter			v392667
Exam Light	Lights, Exam	Ritter			v360735
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			v335415
Exam Light	Lights, Exam	Ritter			v359366
Exam Light	Lights, Exam	Ritter			v359348

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
	s				
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn			
Thermometer	Thermometers, Patient	Welch Allyn	690		005188582
Thermometer	Thermometers, Patient	Welch Allyn	690		004502625
Thermometer	Thermometers, Patient	Welch Allyn	690		00513802
Thermometer	Thermometers, Patient	Welch Allyn	6000		
Thermometer	Thermometers, Patient	Welch Allyn			25175272
Thermometer	Thermometers, Patient	Welch Allyn			25089475
Thermometer	Thermometers, Patient	Welch Allyn			1106143
Thermometer	Thermometers, Patient	Welch Allyn			23105615
Thermometer	Thermometers, Patient	Welch Allyn			5188614

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Thermometer	Thermometers, Patient	Welch Allyn			1105986
Thermometer	Thermometers, Patient	Welch Allyn			02241860
Thermometer	Thermometers, Patient	Welch Allyn			14130673
Thermometer	Thermometers, Patient	Welch Allyn			23466607
Thermometer	Thermometers, Patient	Braun Thermoscan			6222641
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160410650
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			170114233
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			1708063558
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160410587
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160252373
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Pulse Oximeter	Pulse Oximeter	Covidien Inc	N-65		P14804732
Pulse Oximeter	Pulse Oximeter	Covidien Inc	N-65		P14802006
Gel Warmer	Warmer, Gel				
Gel Warmer	Warmer, Gel				
Patient scale	Scales, Patient	Health O Meter	349KLX		3500059995
Scale Balance		FRADEL			
Sphygmomanometer	Sphygmomanometers	Welch Allyn			
Sphygmomanometer	Sphygmomanometers	Welch Allyn			

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
CAPR	Respirators, Particulate	Max-Air Systems-use Biomedical	2080-03	HELMET-CH	076130
CAPR	Respirators, Particulate	Max-Air Systems-use Biomedical	2080-03	HELMET-CH	076129
Overhead Procedure Light	Surgical Lights				992248
Fetal Doppler	Blood Flow Detectors				136236
	Ultrasound Cart	Philips Ultrasound			
	Centrifuge Loaner	Arthrex			0009366-05
	Tables, Exam/Treatment, Adjustable	Midmark Corp	230-001		V2900878
	Tables, Exam/Treatment, Adjustable	Hausmann			
	Stadiometer				
	Shaver	Medline			
Lab Timer	Timer, Laboratory	Fisher Scientific Co			160410680
Rebel T5i	Cameras	Canon USA Inc	DS126571	Rebel T5i	052032003315
Rebel T5i	Cameras	Canon USA Inc	DS126571	Rebel T5i	312072031230
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003054
Pulse Oximeter	Pulse Oximeter	Nonin Medical Inc	Wrist Ox2	Pulse Oximeter	502014341
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0060560
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0060559
AED	Defibrillators, AED	Medtronic Physio-Control Corp	320371500569	Lifepak 1000	46015161
Dermatoscopes	Dermatoscopes	3Gen Inc	dermlite dl4		DL4C 2115
Dermatoscopes	Dermatoscopes	3Gen Inc	dermlite dl4		DL4C 2114
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0071765
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	21gs0071701

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
UPS	UPS	APC-American Power Conversion	Smart-UPS RT1500	UPS	AS0533212175
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V2053904
Otoscope	Ophthalmoscope/Otoscope s	Welch Allyn Inc.	901093	GS 777	
Ear thermometer	Thermometers, Patient	Welch Allyn Inc.	901054	PRO 6000	03621K62558
American Orthopaedic	Cast Cutters	BSN Medical Inc	0295-200	American Orthopaedic	44085
Handheld Ultrasound	Ultrasound, Portable	GE Healthcare USA	VSCAN AIR CL A1	VSCAN AIR CL A1	VA001202632
InnoSpire Elegance	Nonheated Nebulizers	Respironics Inc A Philips Medi	1095059	InnoSpire Elegance	2015092008
Mammo Monitor	PAC Monitors	Barco	MDNC-12130	MDNC-12130	2590394319
Ultrasound, Probes	Ultrasound, Probes	Philips Ultrasound	eL18-4	Purewave	B3G90D
Transvaginal	Ultrasound, Probes	Philips Ultrasound	C10-3V	Transvaginal	F062DV
L Cardiac Probe	Ultrasound, Probes	Philips Ultrasound	L15-7io	L Cardiac Probe	F08FQW
Curved Abdominal	Ultrasound, Probes	Philips Ultrasound	C5-1	Curved Abdominal	F0LTP1
Ultrasound Probe	Ultrasound, Probes	Philips Ultrasound	L12-3	Ultrasound Probe	F0MXLN

**SCHEDULE 2.1.3
ASSUMED CONTRACTS**

None.

SCHEDULE 2.2
EXCLUDED ASSETS

1. **Cash and Cash Equivalents.** All cash, cash equivalents, accounts receivable, work in progress, investment assets, debt obligations owed to Allina, and assets of Allina's pension, welfare and other benefit plans. Allina is solely responsible for collection of any accounts receivable existing prior to the Effective Date.
2. **Goodwill.**
3. **Claims.** Any claim or claims of Allina arising out of actions relating to the Assets that occurred prior to the Effective Date and any rights to recovery by Allina arising out of litigation relating to the Assets that are pending prior to the Effective Date.
4. **Taxes.** All losses, carryovers and rights to receive refunds with respect to any and all taxes of Allina of every nature and description, including interest payable with respect thereto.
5. **Corporate Records.** The corporate charter, taxpayer and other identification numbers, general ledgers, tax returns, seals, minute books, stock transfer books and similar documents of Allina relating to the organization, maintenance and existence of Allina as a corporation.
6. **Provider Numbers.** Allina's Medicare and Medicaid provider numbers.
7. **Patient Records.** Allina will be solely responsible for identifying, storing, maintaining, and destroying all patient records and the costs thereof, including paper and electronic records.
8. **Rights Under Contracts which are not Assumed Contracts.** All rights of Allina under any contracts, leases, indentures, guarantees, commitments, or other agreements which are not Assumed Contracts.
9. **Non-assignable Assets.** Any Permits and Licenses, Warrantees and Guarantees, and Governmental Rights to the extent not assignable by Allina.
10. **Accounts Receivable.** Any accounts receivable of Allina for professional services provided at the Clinic prior to the Effective Date.
11. **Certain FFE and Property.** Furniture, fixtures, furnishings, equipment and other miscellaneous tangible property of the Clinic not listed on Schedule 2.1.2.
12. **Inventories.** All tangible goods, supplies, medical devices, and materials, including without limitation, medical supplies, packaging materials, business supplies, and other consumable inventories, owned by Allina and located at or used or usable in the operation of the Clinic as of Effective Date (the "Inventory").
13. **Allina signage.**

**SCHEDULE 4.3
ALLOCATION OF PURCHASE PRICE**

The Parties agree that the Purchase Price paid for the Assets included in this Agreement shall be allocated as follows, and that each Party shall file with the Internal Revenue Service a 2026 Form 8594 consistent with this allocation:

<u>Asset Class</u>	<u>Description</u>	<u>Allocation</u>
I	Cash and general deposit accounts	N/A
II	Actively traded securities	N/A
III	Prepays and deposits, and Accounts Receivable	N/A
IV	Inventory	N/A
V	Tangible personal property	\$5,560,724 (which includes \$5,050,000 for the Real Property)
VI+VII	Intangible assets and goodwill	N/A