

as defined in and delivered pursuant to said Settlement Agreement are not dismissed; and

2. In the event that Plaintiffs show by motion with notice to Prospect and Angell that that an Interference with Prospect's Contribution to the Settlement Funds or LOCs (as such terms are defined in Exhibit 1) has occurred (and the Plan Receiver t has not otherwise finally received Prospect's Contribution to the Settlement Funds), said dismissal with prejudice will be vacated by the Court and the disputes between and among the Settling Parties in this proceeding shall be returned to the active calendar of the Court.

So stipulated as of August 20, 2021,

Plaintiff CHARTERCARE COMMUNITY BOARD,
by its Liquidating Receiver,

/s/ Thomas Hemmendinger

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STEPHEN DEL SESTO,
RECEIVER FOR THE ST. JOSEPH HEALTH
SERVICES OF RHODE ISLAND RETIREMENT PLAN

By his Attorneys,

/s/ Stephen P. Sheehan

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By their Attorneys,

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PROSPECT MEDICAL HOLDINGS, INC.,
PROSPECT EAST HOLDINGS, INC., AND
PROSPECT EAST HOSPITAL ADVISORY SERVICES, LLC

By their Attorneys,

/s/ Preston Halperin

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ABC CORPS 1-10, VON CROCKETT,
DAVID & ALEXA TOPPER FAMILY TRUST,
JOSEPH DISTEFANO, ANDREA DOYLE,
GREEN EQUITY INVESTORS SIDE V, LP,
GREEN EQUITY INVESTORS, V, LP,
IVY HOLDINGS, INC.,
IVY INTERMEDIATE HOLDING, INC,
SAMUEL LEE, EDWARD QUINLAN,
THOMAS REARDON, EDWIN SANTOS,
DAVID TOPPER,

By their Attorneys,

/s/ Vincent Indeglia

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SO ORDERED:



Brian P. Stern

Associate Justice

Stern, J.

Dated: September 7, 2021

ENTER:

/s/ Carin Miley

Deputy Clerk I

Dep. Clerk

September 7, 2021

Dated: September 7, 2021

CERTIFICATE OF SERVICE

I hereby certify that, on the 20th day of August, 2021, I filed and served the foregoing document through the electronic filing system on the following users of record:

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The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Stephen Sheehan

EXHIBIT 1

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") is entered into as of the 30th day of December, 2020, between and among Stephen Del Sesto (the "Plan Receiver") (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan")), and Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque, said persons acting individually and¹ on behalf of all class members as defined herein (the Plan Receiver and said persons are collectively referred to as "Plaintiffs"), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board ("CCCB")) (the "Liquidating Receiver"), on the one hand, and Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, (collectively referred to herein as "Prospect"), and The Angell Pension Group, Inc. ("Angell"), Sam Lee, and David Topper (Prospect, Angell, Sam Lee and David Topper are referred to collectively as the "Settling Defendants"), on the other hand (all of the parties hereto are the "Settling Parties").

WHEREAS St. Joseph Health Services of Rhode Island ("SJHSRI") filed a petition to place the St. Joseph Health Services of Rhode Island Retirement Plan ("the Plan") into receivership in that certain civil action entitled *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan, C.A.*

¹ Contingent upon the Court certifying the Class as provided herein.

No. PC-2017-3856, filed in Providence County Superior Court in the State of Rhode Island (the "Receivership Proceedings"), requesting a hearing authorizing the Plan Receiver to reduce benefits under the Plan by 40%, and the Plan Receiver was appointed by the court in that proceeding;

WHEREAS Plaintiffs asserted claims against the Settling Defendants and others in a lawsuit filed in the United States District Court for the District of Rhode Island, captioned *Stephen Del Sesto et al. v. Prospect Chartercare, LLC et al.*, (C.A. No: 1:18-CV-00328-WES-LDA) (the "Federal Court Action"), and in a lawsuit filed in the Rhode Island Superior Court also captioned *Stephen Del Sesto et al. v. Prospect Chartercare, LLC et al.*, (C.A. NO.: PC-2018-4386) (the "State Court Action"), which lawsuits concern the alleged underfunded status of the Plan;

WHEREAS on March 11, 2019, CCCB commenced a civil action in the Rhode Island Superior Court, initially captioned *Chartercare Community Board, individually and derivatively, as member of Prospect Chartercare, LLC and as trustee of the beneficial interest of its membership interest in Prospect Chartercare, LLC v. Samuel Lee, David Topper, Thomas Reardon, Von Crockett, Edwin Santos, Edward Quinlan, Joseph DiStefano, Andrea Doyle, Prospect East Hospital Advisory Services, LLC; Prospect Chartercare, LLC; Prospect East Holdings, Inc.; Prospect Medical Holdings, Inc.; ABC Corps 1-10; John Doe 1-10; and Jane Doe 1-10* (C.A. No. PC-2019-3654) ("CCCB v. Lee");

WHEREAS on December 18, 2019, CCCB, SJHSRI, and Roger Williams Hospital ("RWH") filed a petition in liquidation with the Rhode Island Superior Court, in the matter captioned *In re: CharterCare CharterCARE Community Board, St. Joseph*

Health Services of Rhode Island And Roger Williams Hospital (C.A. No. PC-2019-11756) (the "Liquidation Proceedings"), and on January 17, 2020, Thomas Hemmendinger was appointed Permanent Liquidating Receiver for said entities;

WHEREAS the Liquidating Receiver has succeeded to the rights of CCCB in *CCCB v. Lee*;

WHEREAS the Plan Receiver has joined in *CCCB v. Lee* as a party plaintiff, and has joined in the filing of a First Amended Complaint in *CCCB v. Lee* under the amended caption *Chartercare Community Board (through Thomas Hemmendinger as Permanent Liquidating Receiver), individually and derivatively, as member of Prospect Chartercare, LLC and as trustee of the beneficial interest of its membership interest in Prospect Chartercare, LLC; and Stephen Del Sesto, as receiver and administrator of the St. Joseph Health Services of Rhode Island Retirement Plan and as holder of the beneficial interest of Chartercare Community Board's membership interest in Prospect Chartercare, LLC v. Samuel Lee, David Topper, Thomas Reardon, Von Crockett, Edwin Santos, Edward Quinlan, Joseph DiStefano, Andrea Doyle, Prospect East Hospital Advisory Services, LLC; Prospect Chartercare, LLC; Prospect East Holdings, Inc.; Prospect Medical Holdings, Inc.; Ivy Holdings Inc.; Ivy Intermediate Holding Inc., David & Alexa Topper Family Trust; Green Equity Investors V, LP; Green Equity Investors Side V, LP; JP Morgan Chase Bank, N.A. as administrative agent and collateral agent for certain lenders; ABC Corps 1-10; John Doe 1-10; and Jane Doe 1-10;*

WHEREAS on December 19, 2019, Prospect Medical Holdings, Inc. and Prospect East Holdings, Inc. brought suit in the Court of Chancery of the State of

Delaware in the matter captioned *Prospect Medical Holdings, Inc. v. Chartercare Community Board* (Case No. 2019-2018) (the “Delaware Action”);

WHEREAS certain applications (“CEC Applications”) have been filed with the Center for Health Systems Policy and Regulation, Rhode Island Department of Health, in the proceeding captioned *In re: Change in Effective Control Applications by Prospect Chartercare RWMC, LLC and Prospect Chartercare SJHSRI, LLC, et al.*, and the Plan Receiver and the Liquidating Receiver submitted formal objections thereto;

WHEREAS certain applications (“HCA Applications”) have been filed with the Office of the Rhode Island Attorney General and the Rhode Island Department of Health in the proceeding captioned *Hospital Conversion Initial Application of Chamber Inc.; Ivy Holdings Inc.; Ivy Intermediate Holdings, Inc.; Prospect Medical Holdings, Inc.; Prospect East Holdings, Inc.; Prospect East Hospital Advisory Services, LLC; Prospect CharterCARE, LLC; Prospect CharterCARE SJHSRI, LLC; Prospect CharterCARE RWMC, LLC*, and the Plan Receiver and the Liquidating Receiver submitted formal objections thereto; and

WHEREAS, the Settling Parties recognize that the claims released herein are disputed and uncertain, desire to settle such claims so as to avoid the cost, risk and uncertainty of litigation, and acknowledge that no party is admitting any fault or liability in entering into this Settlement Agreement;

NOW, THEREFORE, in consideration for the mutual exchange of promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Settling Parties hereby agree as follows:

1. For purposes of this Settlement Agreement, and in addition to other terms that are defined elsewhere in this Settlement Agreement, the following terms shall have the meanings specified herein:
 - a. "2014 Asset Sale" means the sale of assets pursuant to the Asset Purchase Agreement entered into as of September 24, 2013, which closed on or about June 20, 2014, pursuant to which certain of the assets and liabilities of certain entities were sold or otherwise transferred to certain of the Settling Defendants.
 - b. "Angell's Counsel" means the firm of Alston & Bird LLP and the attorneys of said firm, and the firm of Robinson & Cole, LLP and the attorneys of said firm.
 - c. "CAFA Notice" means the notice of the proposed settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 et seq. substantially in the form attached hereto as Exhibit 1.
 - d. "CCCB's Hospital Interests" means all claims, rights, and interests against or in Prospect CharterCare, LLC that CCCB received in connection with the LLC Agreement (hereinafter defined) or subsequently obtained, including but not limited to CCCB's membership interest in Prospect CharterCare, LLC., and any and all claims that CCCB has or may have against any of the Settling Defendants. However, CCCB's Hospital Interests do not include any claim for breach of this Settlement Agreement. For purposes of this Settlement Agreement only, the Settling Parties stipulate and agree that CCCB has a 15% membership interest in

Prospect Chartercare LLC and that any other claims CCCB has or may have against any of the Settling Defendants, including but not limited to claims arising out of any alleged breach of the LLC Agreement or claims in *CCCB v. Lee*, would, if adjudicated in CCCB's favor, entitle CCCB to money damages, and would not increase CCCB's membership interest in Prospect Chartercare, LLC. The Settling Parties further stipulate that CCCB has no beneficial interest in CCCB's Hospital Interests and, instead, holds CCCB's Hospital Interests solely in trust for the benefit of the Plan Receiver.

- e. "Class Members" means the members of the Settlement Class.
- f. "Class Notice" means the notice to be provided to Class Members of the Final Approval Hearing, in the form to be approved by the Court.
- g. "Class Representatives" mean Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carroll Short, Donna Boutelle, and Eugenia Levesque, who will first seek to be appointed as representatives of the Settlement Class for settlement purposes in connection with this Settlement Agreement, and, thereafter, will seek such appointment for the assertion along with the Plan Receiver of the merits of the Plaintiffs' claims against the remaining defendants.
- h. "Directors' Indemnification" means an indemnity and release by Prospect, Sam Lee and David Topper in the form attached hereto as Exhibit 2.

- i. "Dismissal of CCCB v. Lee" means a stipulation of dismissal with prejudice substantially in the form attached hereto as Exhibit 3;
- j. "Dismissal of the Delaware Action" means a stipulation of dismissal with prejudice substantially in the form attached hereto as Exhibit 4;
- k. "Dismissal of the Federal Court Action" means a stipulation of dismissal with prejudice substantially in the form attached hereto as Exhibit 5;
- l. "Dismissal of the State Court Action" means a stipulation of dismissal with prejudice substantially in the form attached hereto as Exhibit 6;
- m. "Federal Court" means the court in the Federal Court Action.
- n. "Final Approval Hearing" means the hearing at which the Federal Court will make a final determination as to 1) whether the terms of the Settlement are fair, reasonable, and adequate, as to the Settlement Class, such that the Settlement should be finally approved by the Federal Court; 2) whether to approve the Settlement as a good faith settlement under R.I. Gen. Laws § 23-17.14-35; and 3) such other and further relief as the Federal Court may direct.
- o. "Prospect Medical LOC" means the letter of credit with Prospect Medical Holdings, Inc. as the account party to be issued by JPMorgan Chase Bank N.A. by delivery to the Plan Receiver as beneficiary in accordance with paragraph 9 of this Settlement Agreement in the form attached hereto as Exhibit 7, funded by Prospect Medical Holdings, Inc., in connection with Prospect's obligation to pay twenty-two million two hundred fifty thousand

(\$22,250,000) dollars towards Prospect's Contribution to the Settlement Funds.

- p. "Prospect East LOC" means the letter of credit to be issued by JPMorgan Chase Bank N.A. by order of Prospect Medical Holdings, Inc. on behalf of Prospect East Holdings, Inc. with the Plan Receiver as beneficiary in the form attached hereto as Exhibit 8, in accordance with paragraph 10 of this Settlement Agreement and the rider attached hereto as Exhibit 8A, in connection with Prospect's obligation to pay five million (\$5,000,000) towards Prospect's Contribution to the Settlement Funds.**
- q. "Interference with Prospect's Contribution to the Settlement Funds or the LOCs" means any stay, restraint, injunction, attachment, or court order, interfering or seeking to interfere with, obstructing or seeking to obstruct the free use of, or recovering or seeking to recover, the Prospect Medical LOC, the Prospect East LOC, or the Settlement Funds, or any portion thereof, from the issuer of the Prospect Medical LOC or the Prospect East LOC, or from the possession or control of the Plan Receiver, the Plan, or Plaintiffs' Counsel, or any person or entity to whom or which the issuer of the Prospect Medical LOC and the Prospect East LOC, the Plan Receiver, the Plan, or Plaintiffs' Counsel transferred the Settlement Funds or any subsequent transferee thereof, which stay, restraint, injunction, attachment, or court order arises in connection with any federal bankruptcy or state insolvency proceedings involving any of the Settling**

Defendants, or any other proceeding instituted by any creditor of any of the Settling Defendants.

- r. "LLC Agreement" means the agreement entered into among CCCB, Prospect East Holdings, Inc., and Prospect CharterCare, LLC in connection with the 2014 Asset Sale, originally entitled the "AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF PROSPECT CHARTERCARE, LLC (a Rhode Island Limited Liability Company)" and as it thereafter may have been revised or amended.
- s. "Motion for Preliminary Settlement Approval" means the motion, supporting memorandum, and the exhibits thereto in the form that the Plaintiffs will file with the Federal Court seeking preliminary approval of the Settlement.
- t. "Motion for Final Settlement Approval" means the motion, supporting memorandum, and the exhibits thereto in the form that the Plaintiffs will file with the Federal Court seeking final approval of the Settlement.
- u. "Notice Plan" means the form, contents, and method of delivery of the Class Notice to be provided to Class Members.
- v. "Order Granting Preliminary Settlement Approval" means, unless otherwise ordered by the Federal Court, the order 1) certifying the Settlement Class for purposes of determining whether the Settlement is fair, reasonable, and adequate; 2) appointing Plaintiffs' Counsel to represent the Settlement Class, 3) preliminarily approving the Settlement;

and 4) approving the Notice Plan, or as the Federal Court may otherwise direct.

- w. "Order Granting Final Settlement Approval" means the order approving the Settlement 1) as fair, reasonable, and adequate; 2) as a good faith settlement under R.I. Gen. Laws § 23-17.14-35; and 3) such other and further relief as the Federal Court may direct.
- x. "Plaintiffs' Counsel" means the law firm of Wistow, Sheehan & Loveley, P.C. and the attorneys of said firm.
- y. "Plaintiffs' Press Release" means the press release which Plaintiffs' Counsel provided to Prospects' Counsel on December 23, 2020, which is to be filed under seal and kept confidential until the time provided herein for dissemination thereof.
- z. "Prospect's Press Release" means whatever press release which Prospect chooses to issue at the time provided herein for issuance of press releases by Plaintiffs and Prospect .
- aa. "Proceedings for Settlement Approval" means
 - i. the Plan Receiver's request for settlement instructions in the Receivership Proceedings;
 - ii, the Liquidating Receiver's request for settlement instructions in the Liquidation Proceedings;
 - iii. the Motion for Preliminary Settlement Approval in the Federal Court;and

- iv. the Motion for Final Settlement Approval in the Federal Court.

- bb. “Prospect’s Counsel” means the firm of Shechtman Halperin Savage, LLP and the attorneys of said firm.

- cc. “Registry of Court” means the registry of the Rhode Island Superior Court.

- dd. “Settlement Class” means all participants of the Plan, including:
 - i) all surviving former employees of SJHSRI who are entitled to benefits under the Plan; and
 - ii) all representatives and beneficiaries of deceased former employees of SJHSRI who are entitled to benefits under the Plan.

- ee. “Settlement” means the settlement between and among the Settling Parties pursuant to this Settlement Agreement.

- ff. “Settlement Funds” means the sum of thirty million dollars (\$30,000,000), a portion of which is to be paid by or on behalf of Angell and a portion of which is to be paid by or behalf of Prospect.

- gg. “Angell’s Contribution to the Settlement Funds” is the sum of two million seven hundred fifty thousand (\$2,750,000) dollars of the Settlement Funds to be paid by or on behalf of Angell;

- hh. “Prospect’s Contribution to the Settlement Funds” means the sum of twenty-seven million two hundred fifty thousand dollars (\$27,250,000) of the Settlement Funds to paid by or on behalf of Prospect in accordance with the terms of this Settlement Agreement.

ii. **“Stipulation and Consent Order” means the document attached hereto as Exhibit 9, agreed to by all of the Settling Parties, to be filed with and entered by the Rhode Island Superior Court in the Receivership Proceedings.**

2. **The Settling Parties agree that within five (5) business days of the execution of this Settlement Agreement, Counsel for the Plan Receiver will file the Stipulation and Consent Order with the court in the Receivership Proceedings with the request on behalf of all of the Settling Parties that it be entered as an order of said court, provided further that if the Stipulation and Consent Order is entered by the court in the Receivership Proceedings, the Stipulation and Consent Order will be enforceable both as a contractual undertaking of the Settling Parties in connection with this Settlement Agreement and as an Order of the Rhode Island Superior Court.**

3. **Upon the entry in the Federal Court Action of the Order Granting Final Settlement Approval, the Plan Receiver shall obtain payment under the Prospect Medical LOC and the Prospect East LOC, and such payment shall satisfy Prospect's obligation to pay Prospect's Contribution to the Settlement Funds, provided, however, that in the event of an Interference with Prospect's Contribution to the Settlement Funds or the LOCs, Prospect shall be obliged to pay Prospect's Contribution to the Settlement Funds directly to the Plan Receiver to the extent that such Interference with Prospect's Contribution to the Settlement Funds or the LOCs results in the Plan Receiver not receiving and retaining Prospect's Contribution to the Settlement Funds in full, and further provided that to the**

extent that Prospect makes such payment directly Prospect shall be subrogated to the Plan Receiver's rights against any third parties with respect to such sums. In no event shall Plaintiffs be entitled to be paid twice for all or any portion of Prospect's Contribution to the Settlement Funds, but should that occur Plaintiffs will promptly remit any excess payment to Prospect.

4. In the event the Prospect Medical LOC and/or the Prospect East LOC is due to expire within sixty days and the Plan Receiver is notified by JPMorgan Chase Bank N.A. that it is unwilling to extend the Prospect Medical LOC and/or the Prospect East LOC to a date satisfactory to the Plan Receiver, the Plan Receiver will have the right to obtain payment thereof pursuant to the terms of the Prospect Medical LOC and/or the Prospect East LOC, with full right and title to the proceeds in the Plan Receiver, and that in the event the Order Granting Final Settlement Approval is entered, the proceeds will be applied to Prospect's obligation to pay Prospect's Contribution to the Settlement Funds, and if the Order Granting Final Settlement Approval is not entered by the Federal Court, the proceeds will be subject to defeasance in favor of Prospect..
5. Upon the entry in the Federal Court Action of the Order Granting Final Settlement Approval, Angell's Contribution to the Settlement Funds shall be withdrawn pursuant to the terms of the Stipulation and Consent Order.
6. The Settling Parties agree that the Dismissal of *CCCB v. Lee*, the Dismissal of the Delaware Action, the Dismissal of the Federal Court Action, and the Dismissal of the State Court Action will be filed with the respective courts after the later of (i) the Plan Receiver obtaining payment under the Prospect Medical

LOC and the Prospect East LOC; (ii) if payment is pursuant to paragraph four (4) of this Settlement Agreement, the application of the proceeds of the Prospect Medical LOC and the Prospect East LOC to pay Prospect's Contribution to the Settlement Funds, and (iii) the Plan Receiver's withdrawal of Angell's Contribution to the Settlement Funds pursuant to the terms of the Stipulation and Consent Order.

7. The Settling Parties hereby stipulate and agree that this Settlement represents a contemporaneous exchange for new value under 11 U.S.C. § 547(c)(1).
8. Within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Angell's Contribution to the Settlement Funds shall be deposited into the Registry of Court.
9. Within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect, Sam Lee, and David Topper shall cause JPMorgan Chase Bank N.A. to issue the Prospect Medical LOC and deliver it to the Plan Receiver.
10. Within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect, Sam Lee, and David Topper shall cause JPMorgan Chase Bank N.A. to issue the Prospect East LOC and deliver it to the Plan Receiver.

11. The Settling Parties stipulate and agree that the portion of Prospect's Contribution to the Settlement Funds to be paid through the Prospect East LOC in the amount of five million dollars (\$5,000,000) represents the value of CCCB's Hospital Interests, and it is further agreed that, of such sum, four million dollars (\$4,000,000) is allocated to the purchase price for CCCB's membership interest in Prospect Chartercare, LLC, and the remaining balance of one million dollars (\$1,000,000) is allocated to the rest of CCCB's Hospital Interests. The Settling Parties agree that these allocations are fair and reasonable and shall apply for all federal, state, or other tax purposes.
12. The Settling Parties stipulate and agree that the Plan Receiver, the Liquidating Receiver, and CCCB are not insiders for purposes of federal bankruptcy law or statutes, or for any state laws or statutes concerning fraudulent or voidable transfers, and that the Plaintiffs, including the Plan Receiver, are the sole entities and transferees for whose benefit the transfers contemplated herein will be made, and that neither the Liquidating Receiver nor CCCB is a transferee for purposes of this Settlement.
13. Within fifteen (15) calendar days of the execution of this Settlement Agreement, Plaintiffs and the Liquidating Receiver will execute and deliver to Counsel for the Prospect Defendants the fully-executed release of the Settling Defendants and certain other individuals and entities as identified therein, in the form attached hereto as Exhibit 10, which is to be held in escrow by Prospect's Counsel (who will promptly provide a copy to Angell's Counsel) until Angell's Contribution to the Settlement Funds has been paid to the Plan Receiver and Plaintiffs' Counsel

from the Registry of Court and Prospect's Contribution to the Settlement Funds has been paid to the Plan Receiver from the proceeds of the Prospect Medical LOC and the Prospect East LOC.

14. Within fifteen (15) calendar days of the execution of this Settlement Agreement, the Settling Defendants and certain other parties will execute and deliver to Counsel for the Plaintiffs the fully-executed release of the Plaintiffs, the Liquidating Receiver, and certain other persons and entities as identified therein, in the form attached hereto as Exhibit 11, to be held in escrow by Plaintiffs' Counsel until Angell's Contribution to the Settlement Funds has been paid to the Plan Receiver and Plaintiffs' Counsel from the Registry of Court and Prospect's Contribution to the Settlement Funds has been paid to the Plan Receiver from the proceeds of the Prospect Medical LOC and the Prospect East LOC. Prospect, Sam Lee and David Topper will cause Ivy Holding, Inc.; Ivy Intermediate Holdings, Inc.; David & Alexa Topper Family Trust; Green Equity Investors V, LP; Green Equity Investors Side V, LP; JPMorgan Chase Bank, N.A.; Thomas Reardon; Von Crockett; Edwin Santos; Edward Quinlan; Joseph DiStefano; and Andrea Doyle (the "Additional Releasers") to execute the release attached hereto as Exhibit 11, provided, however, that if all or any of the Additional Releasers fail to do so, such failure will constitute a breach of the Settlement Agreement by Prospect, Sam Lee and David Topper, entitling Plaintiffs and the Liquidating Receiver to sue for damages, and, in addition, Prospect, Sam Lee and David Topper will indemnify Plaintiffs and the Liquidating

Receiver for any loss or expense, including but not limited to attorneys' fees, incurred as a result of such failure.

15. Within fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect, Sam Lee and David Topper will execute and deliver the Directors' Indemnification to the Liquidating Receiver, which the Liquidating Receiver may immediately deliver to the Category A Directors or their counsel. At the same time Prospect will provide the Liquidating Receiver with the certificate of the Secretary of Prospect Chartercare, LLC attaching and certifying the duly authorized and executed resolution of the Board of Trustees of Prospect Chartercare, LLC amending the LLC Agreement pursuant to Section 17.11 of the LLC Agreement, in the form attached hereto as Exhibit 12 (the "Secretary's Certificate").
16. The Plan Receiver and the Liquidating Receiver agree that within five (5) business days of the entry of the Stipulation and Consent Order, they will formally and in writing, with copy to Counsel for Prospect, notify the Center for Health Systems Policy and Regulation, Rhode Island Department of Health, and the Office of the Rhode Island Attorney General that their objections to the HCA Applications and the CEC Applications are withdrawn, and that they have no objection to such applications being granted. The Plan Receiver and the Liquidating Receiver further agree that neither they nor anyone acting on their behalf or at their direction will file any further written submissions in connection with the HCA Applications or the CEC Applications or provide any additional testimony or public comments in connection therewith unless compelled by law.

17. Prospect agrees that within (5) business days of the entry of the Stipulation and Consent Order, Prospect will formally and in writing, with copy to Counsel for Plaintiffs and to the Liquidating Receiver, file a request with the Center for Health Systems Policy and Regulation, the Rhode Island Department of Health, and the Office of the Rhode Island Attorney General, asking that they condition their approval of all or any of the HCA Applications and CEC Applications on the Settling Defendants fulfilling their obligations under this Settlement Agreement, and Prospect further agrees not to withdraw such request unless and until the Settlement Agreement becomes null and void pursuant to the terms hereof.
18. The Plan Receiver, the Liquidating Receiver, and the Settling Defendants agree that neither they nor anyone acting on their behalf will make any statements to media which would reasonably be expected to cause the reader or hearer thereof to question the solvency or honesty of, or the quality of care or other services provided by, any party to this Settlement Agreement.
19. The Liquidating Receiver agrees that within five (5) business days of the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the Prospect Medical LOC and the Prospect East LOC to the Plan Receiver, he will provide Counsel for Prospect with a written statement signed by each of the directors (the "Category A Directors") that the Liquidating Receiver has appointed to Prospect Chartercare, LLC, committing not to attend any board meetings during the pendency of the Proceedings for Settlement Approval. Regardless of

whether the Settlement is otherwise consummated or the Settlement Agreement becomes null and void for any reason:

- a. The Category A Directors are relieved of any obligation to act in any way as directors of Prospect Chartercare, LLC during the Proceedings for Settlement Approval; and
- b. The Directors' Indemnification shall remain in full force and effect in accordance with its terms.

20. The Settling Parties agree that

- a. within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect's Counsel on behalf of Prospect shall deliver to the Liquidating Receiver checks payable to each Category A Director in the amount of one thousand dollars (\$1,000) per month beginning July 22, 2020 until the date this Settlement Agreement is executed, pro-rated for any partial portion of a month;
- b. thereafter on the first day of each month Prospect's Counsel on behalf of Prospect shall directly pay to the Liquidating Receiver on behalf of each Category A Director the sum of \$1,000 per month until the Category A Directors resign or are replaced or this Settlement Agreement becomes void for any reason other than a breach by the Settling Defendants;

- c. within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect shall provide Prospect's Counsel with fifty thousand dollars (\$50,000) to be held in Prospect's Counsel's client account and applied by Prospect's Counsel to Prospect's obligations under this paragraph; and
- d. if and when that sum is entirely paid to the Category A Directors in accordance herewith, Prospect will have no further obligations to make payment to any of the Category A Directors.

- 21. The Plan Receiver agrees that, within five (5) business days of the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the Prospect Medical LOC and the Prospect East LOC to the Plan Receiver, the Plan Receiver will file his petition for settlement instructions with the court in the Receivership Proceedings asking for authority to proceed with this settlement and to pay attorneys' fees to Plaintiffs' Counsel pursuant to the retainer agreement previously approved by said court.
- 22. The Liquidating Receiver agrees that, within five (5) business days of the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the

Prospect Medical LOC and the Prospect East LOC to the Plan Receiver, the Liquidating Receiver will file his petition for settlement instructions with the court in the Liquidation Proceedings, asking for authority to proceed with this Settlement.

23. Plaintiffs agree that, within five (5) business days of the later of the court in the Receivership Proceedings authorizing the Plan Receiver to proceed with this Settlement or the court in the Liquidation Proceedings authorizing the Liquidating Receiver to proceed with this Settlement, Plaintiffs will file their Motion for Preliminary Settlement Approval in the Federal Court Action.
24. Plaintiffs agree that prior to the filing of Motion for Preliminary Settlement Approval, they will provide Counsel for Prospect with a list of all known Class Members, including the states in which they reside. Within ten (10) business days following the filing of the Motion for Preliminary Settlement Approval, Counsel for Prospect as duly authorized attorney in fact for all of the Settling Defendants agrees to serve the CAFA Notice, with the exhibits referred to therein, by mailing a copy thereof through the United States Postal Service, First Class Mail, to the Rhode Island Attorney General, the Director of the Rhode Island Department of Business Regulation, the Attorney General for every other State where a Class Member resides, and to the Attorney General of the United States, and, no later than fourteen (14) days prior to the Final Approval Hearing, to provide the Court and the Plan Receiver with written confirmation that they have done so, which shall list each recipient and the address to which the CAFA Notice was sent.

25. In their Motion for Preliminary Settlement Approval, Plaintiffs will request that the Federal Court certify the Settlement Class pursuant to Rule 23(b)(1)(B) of the Federal Rules of Civil Procedure, on the grounds that prosecuting separate actions by or against individual class members would create a risk of adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.
26. Plaintiffs agree to seek certification of the Settlement Class solely for the purpose of permitting the Settlement Class to participate in the settlement of Plaintiffs' claims against the Settling Defendants, without prejudice to the rights of the remaining defendants in the Federal Court Action or the State Court Action to oppose class certification in connection with Plaintiffs' claims against them.
27. The Settling Defendants agree to cooperate with Plaintiffs and to take all reasonable measures requested by Plaintiffs and/or the Liquidating Receiver to obtain approval of the petitions for settlement instructions, the Order Granting Preliminary Settlement Approval, and the Order Granting Final Settlement Approval.
28. Within the later of five (5) business days of the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the Prospect Medical LOC and the Prospect East LOC to the Plan Receiver, the Liquidating Receiver will

deliver to Prospect the fully executed assignment of CCCB's Hospital Interests in the form attached hereto as Exhibit 13, which will be held in escrow by Counsel for the Prospect Defendants until Angell's Contribution to the Settlement Funds has been paid to the Plan Receiver from the Registry of Court and Prospect's Contribution to the Settlement Funds has been paid to the Plan Receiver from the proceeds of the Prospect Medical LOC and the Prospect East LOC.

29. The Liquidating Receiver warrants and represents that, to his knowledge, CCCB's Hospital Interests stand solely in the name of CCCB and the Liquidating Receiver, that the Liquidating Receiver and CCCB hold such interests in trust for the Plan Receiver pursuant to the settlement between the Plan Receiver and CCCB previously approved by the Federal Court, and that CCCB and the Liquidating Receiver have not assigned, transferred, or otherwise limited or encumbered such rights or interests.
30. The Plan Receiver warrants and represents that he has not assigned, transferred, or otherwise limited or encumbered his rights or interests in CCCB's Hospital Interests.
31. Prospect agrees that the time for CCCB and/or the Liquidating Receiver to exercise the put option referred to in the LLC Agreement as the "CCHP Put Option," (the "Put Option") will be extended to sixty (60) days after the earlier of the following occurrences: (1) the court in the Receivership Proceedings denying the Plan Receiver's petition for instructions; (2) the court in the Liquidation Proceedings denying the Liquidating Receiver's petition for instructions; or (3) the Court in the Federal Court Action refusing to issue either the Order Granting

Preliminary Settlement Approval or the Order Granting Final Settlement Approval.

- 32. This Settlement Agreement will be null and void, the Settlement Funds will be returned to Angell or its designee from the Registry of Court in accordance with the terms of the Stipulation and Consent Order, the Plan Receiver will return the Prospect Medical LOC and the Prospect East LOC to Prospect, the documents exchanged pursuant to this Settlement Agreement (except the Directors' Indemnifications and the Secretary's Certificate) will be returned and the Settling Parties will return to their respective positions as if this Settlement Agreement had never been negotiated, drafted, or executed (except that the provisions of paragraphs 19 (a)-(b), 20 (a)-(c), and 36 of this Settlement Agreement will apply regardless of whether the Settlement is otherwise consummated or the Settlement Agreement becomes null and void for any reason), if for any reason other than the breach of this Settlement Agreement by any of the Settling Defendants,**
- a. the court in the Receivership Proceedings fails to enter the Stipulation and Consent Order;**
 - b. either the Plan Receiver in the Receivership Proceedings or the Liquidation Receiver in the Liquidation Proceedings is denied authority to proceed with this Settlement; or**
 - c. either the Order Granting Preliminary Settlement Approval or the Order Granting Final Settlement is not entered.**

d. However, if any of the events in sub-sections (a)-(c) occur due to breach of this Settlement Agreement by any of the Settling Defendants other than Angell, and there has been no breach of this Settlement Agreement by Angell: (i) Angell's Contribution to the Settlement Funds will be returned to Angell or its designee from the Registry of Court; (ii) all releases given to and by Angell shall be null and void; and (iii) Angell and Plaintiffs will return to their respective positions with respect to one another as if this Settlement Agreement had never been negotiated.

33. The Settling Parties agree that, in connection with the Settlement, Plaintiffs' Counsel may apply for an award of attorneys' fees and expenses. The Settling Defendants agree not to object to such award or the requested amount of the award.

34. Commencing five (5) business days after the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the Prospect Medical LOC and the Prospect East LOC to the Plan Receiver, Plaintiffs may publicly issue Plaintiffs' Press Release and Prospect may publicly issue Prospect's Press Release.

35. Within five (5) business days of the later of the Directors' Indemnification and the Secretary's Certificate being delivered to the Liquidating Receiver, Angell's Contribution to the Settlement Funds being deposited into the Registry of Court, and the issuance and delivery of the Prospect Medical LOC and the Prospect

East LOC to the Plan Receiver, the Settling Parties agree to jointly submit requests in *CCCB v. Lee*, the State Court Action, the Federal Court Action, and the Delaware Action, asking the court in those proceedings to stay all proceedings between the Plaintiffs and the Liquidating Receiver and any of the Settling Defendants during the pendency of the Proceedings for Settlement Approval, provided that Plaintiffs are not required to seek a stay of the litigation of their claims in the Federal Court Action against the Roman Catholic Bishop of Providence, Diocesan Administration Corporation, or Diocesan Service Corporation.

36. Within the later of either (i) ten (10) calendar days of the entry of the Stipulation and Consent Order by the court in the Receivership Proceedings, and (ii) fifteen (15) calendar days of the execution of this Settlement Agreement, Prospect shall pay the Liquidating Receiver without recourse the aggregate amount of one hundred thousand dollars (\$100,000) representing a portion of the proceeds of the revised final settlements received by Prospect from the Centers for Medicare & Medicaid Services for RWH for the fiscal years ending September 30, 2010, September 30, 2013, and June 19, 2014. The Liquidating Receiver hereby releases any claim to past and future Medicare settlements and Prospect hereby releases any claims for monies paid to CCCB on account of Medicare settlements following the June 19, 2014 sale of assets to Prospect. The obligations and agreements set forth in this paragraph are binding and enforceable regardless of whether the Settlement is otherwise consummated or the Settlement Agreement becomes null and void for any reason.

37. Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, and the Liquidating Receiver agree that notwithstanding any other provision of this Settlement Agreement or any of the releases contemplated by this Settlement Agreement, nothing in this Settlement Agreement or such releases shall release, waive, or otherwise affect any of the following: (i) the records retention and access obligations Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC or Prospect East Holdings, Inc. under the September 24, 2013 Asset Purchase Agreement or the LLC Agreement and the course of dealing between Prospect and CCCB, SJHSRI or RWH; (ii) Prospect's obligation to cooperate with the Plan Receiver or any other Administrator of the Plan with regard to historical employment documentation necessary for the calculation of benefits or provision of other information concerning benefit or pension issues; or (iii) the ongoing transition and wind-down matters regarding CCCB, SJHSRI, or RWH consistent with the agreements and course of dealing between CCCB, SJHSRI, RWH and the Liquidating Receiver on the one hand, and Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC and Prospect East Holdings, Inc. on the other hand.
38. The Settling Parties agree that within fifteen (15) calendar days of the execution of this Settlement Agreement, Sam Lee and David Topper will execute and deliver to Plaintiffs' Counsel the tolling agreement attached hereto as Exhibit 14 (the "Tolling Agreement"). The Plaintiffs and the Liquidating Receiver agree not to assert further or amended claims against either Sam Lee or David Topper

during the pendency of the Proceedings for Settlement Approval provided that such Tolling Agreement is delivered to Plaintiffs' Counsel as provided herein.

39. The drafting of this Settlement Agreement and Exhibits 1-14 hereto (collectively "Settlement Documents") is a result of lengthy and intensive arm's-length negotiations, and the presumption that ambiguities shall be construed against the drafter does not apply. None of the Settling Parties will be deemed the drafter of the Settlement Documents for purposes of construing their provisions.
40. This Settlement Agreement may be executed by the Settling Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature to this Settlement Agreement made or delivered by electronic means is deemed to be an original signature.
41. The Settling Parties further agree that no promise or inducement has been offered, except as herein set forth, and that this Settlement Agreement contains the entire agreement between and among the Settling Parties and supersedes any and all prior agreements, understandings, representations, and discussions, whether written or oral, between the Settling Parties. The Settling Parties represent that each Settling Party is voluntarily entering into this Settlement Agreement, based on advice and recommendations of the Settling Party's own judgments, beliefs and knowledge, and the advice and recommendations of their own independently selected counsel, and not based on any representation from any other party (other than the representations included in the Settlement Documents) including, for the avoidance of ambiguity, any representation as to

the tax consequences of any payment hereunder. The Settling Parties by entering into this Agreement, do not admit to the truth of any allegation contained in any of the actions identified and do not admit any fault, liability or wrongdoing whatsoever.

42. The Settling Parties further agree that Rhode Island law (excluding its conflict of laws rules) shall govern this Settlement Agreement.
43. Nothing in this Agreement is intended, or shall be construed, to give any person, other than the Settling Parties and their respective successors, any legal or equitable right, remedy or claim under, or in respect to, this Settlement Agreement, or any provisions contained herein. The Settling Parties each represent that they have not assigned any interest in the claims settled herein, and each Settling Party has full authority to release the claims released by such Party.

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020.



Stephen Del Sesto, as Receiver for the St.
Joseph Health Services of Rhode Island
Retirement Plan

Witness



IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020.



Thomas Hemmendinger, as Receiver for
CharterCare Community Board

Witness 

~~IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____ in the year 2020.~~

~~_____
GAIL J. MAJOR~~

~~Witness _____~~

~~IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 2020.~~

~~_____
Thomas Hemmendinger, as Receiver for
CharterCare Community Board~~

~~Witness _____~~

December IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of _____, in the year 2020.

Gail J. Major

GAIL J. MAJOR

Witness *Ryan P. Phelan*

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Nancy Zompra
NANCY ZOMPA

Witness Steph P. P...

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Ralph Bryden
RALPH BRYDEN

Witness Steph P. P...

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Dorothy Willner
DOROTHY WILNER

Witness Step P. Paul

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Carroll M. Short
CAROLL SHORT

Witness Step P. Paul

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Donna Boutelle
DONNA BOUTELLE

Witness [Signature]

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

Eugenia Levesque
EUGENIA LEVESQUE

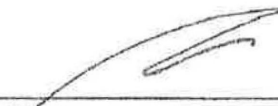
Witness [Signature]

~~IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 2020.~~


~~_____~~
EUGENIA LEVESQUE

~~Witness _____~~

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020.



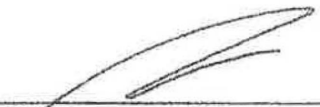
[insert name] Sam Lee
[insert title] Chief Executive Officer
Prospect Medical Holdings, Inc.

Witness 

Eric Samuels, Treasurer

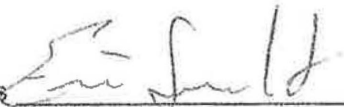
IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020.

SL



[insert name] Sam Lee
[insert title] Senior Vice President
Prospect East Holdings, Inc.

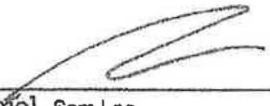
Witness



Eric Samuels, Treasurer

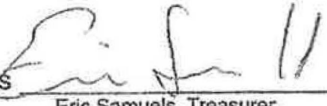
IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020.

SL




[insert name] Sam Lee
[insert title] Senior Vice President
Prospect Chartercare, LLC

Witness

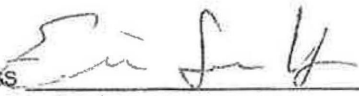


Eric Samuels, Treasurer

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020. SL




[insert name] Sam Lee
[insert title] Senior Vice President
Prospect Chartercare SJHSRI, LLC

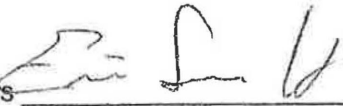
Witness 

Eric Samuels, Treasurer

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this 30th day of December, in the year 2020. SL



[insert name] Sam Lee
[insert title] Senior Vice President
Prospect Chartercare RWMC, LLC

Witness 

Eric Samuels, Treasurer

~~IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my
hand this _____ day of _____, in the year 2020.~~

~~_____
[insert name]
[insert title]
Prospect Charterscare RWMC, LLC~~

~~Witness _____~~

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my
hand this 30th day of December in the year 2020,



[insert name] Jeffrey A. Baur
[insert title] President
The Angell Pension Group, Inc.

Witness



Peter L. Karlson

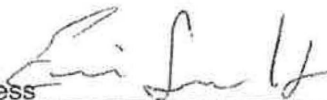
IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this _____ day of _____, in the year 2020.

[insert name]
[insert title]
The Angell Pension Group, Inc.

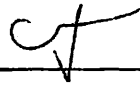
Witness _____

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, in the year 2020.

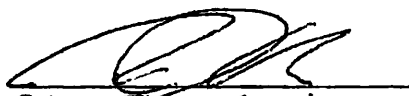
Sam Lee

Witness 
Eric Samuels, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of
December, in the year 2020.



David Topper

Witness 

Robert E. Adams, Secretary & General Counsel

EXHIBIT 1



Attorneys At Law
A Limited Liability Partnership

Preston W. Halperin, Esquire
phalperin@shslawfirm.com

[date]

VIA FIRST CLASS MAIL

[INSERT ADDRESSEE]

Re: Stephen Del Sesto et al. v. Prospect Chartercare LLC, et al., C.A. No: 1:18-CV-00328-WES-LDA (D.R.I.)

Dear Sir or Madam:

The undersigned is the duly authorized attorney in fact for Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, and The Angell Pension Group, Inc. (collectively the "Settling Defendants"). Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, and on behalf of the Settling Defendants, I hereby provide this notice of the Settling Defendants' proposed class action settlement in the above-referenced matter currently pending in the U.S. District Court for the District of Rhode Island.

A motion for preliminary approval of the proposed settlement was filed with the court on _____, 2021. In compliance with 28 U.S.C. §§ 1715(b)(1), (3) (4), (8), please find enclosed, copies of the following documents:

1. Complaint, filed June 18, 2018 [Exhibit 1];
2. Amended Complaint filed October 5, 2018 [Exhibit 2];
3. Settlement Agreement entered into as of December , 2020 [Exhibit 3];
4. the proposed Class Notice submitted in Connection with Plaintiffs' Motion for Preliminary Settlement Approval [Exhibit 4];

1080 Main Street
Pawtucket, Rhode Island 02860
p 401.272.1400 f 401.272.1403
www.shslawfirm.com

5. The Class participant list for your state [Exhibit 5]; and
6. Decision of Hon. Brian Stern, Justice Rhode Island Superior Court, dated _____, 2021 [Exhibit 6].

With regard to 28 U.S.C. §1715(b)(2), a fairness hearing regarding this settlement has not yet been scheduled.

With regard to 28 USC § 1715(b)(5), there has been no other settlement agreement contemporaneously made between class counsel and counsel for the Settling Defendants.

With regard to USC § 1715(b)(6) and (8), there has been no final judgment or notice of dismissal yet filed relating to this proposed settlement.

With regard to 28 U.S.C. § 1715(b)(7), the Settling Defendants cannot provide the "estimated proportionate share of the claims of such members to the entire settlement," 28 U.S.C. §§ 1715(b)(7)(A), 1715(b)(7)(B), because the net settlement proceeds will be paid into the St. Joseph Health Services of Rhode Island Retirement Plan, not distributed to individual class members, and the proceeds will be distributed to the members of the Settlement Class in accordance with the terms of the Plan.

For your information, all of the filings in this proceeding and related cases are available at the Plan Receiver's website, stjosephretirementplan@pierceatwood.com.

Please contact the undersigned if you have any questions about this notice or require additional information.

Sincerely,

Preston Halperin

Preston W. Halperin

Enclosures

EXHIBIT 2

INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement") is made as of December _____, 2020 by Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, Samuel Lee, and David Topper (individually an "Indemnitor" and collectively the "Indemnitors") in favor of James H. Aceto, William J. Lynch, James P. Riley, and Marc S. Weinberg (the "Category A Directors"). The Indemnitors and the Category A Directors are sometimes referred to individually as a "Party" and collectively as "Parties".

The Indemnitors execute and deliver this Agreement to the Category A Directors pursuant to the terms of that certain Settlement Agreement (the "Settlement Agreement") dated as of December ____, 2020 among the Indemnitors and The Angell Pension Group, Inc., on the one hand, and Stephen Del Sesto (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan), Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque (collectively the "Plaintiffs"), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board et al.) (the "Liquidating Receiver") on the other hand, and in consideration for the Plaintiffs and the Liquidating Receiver entering into the Settlement Agreement. The Category A Directors are relying on this Agreement in agreeing to refrain from certain actions as contemplated in the Settlement Agreement.

1. Definitions and Rules of Construction. In this Agreement:

"Person" includes an individual, trust, estate, partnership, association, business or nonprofit organization, government or governmental office, department, division, subdivision, agency or instrumentality, public corporation, series, or other legal or commercial entity.

The term "right" when used with reference to a Category A Director means every interest, right, remedy, option, power, or privilege of a Category A Director under this Agreement, any other agreement, or applicable law.

The captions and headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of this Agreement. Any reference to a Person shall be construed in the masculine, feminine or neuter, singular or plural, as the context may require. Terms such as "includes" and "including" are not exclusive.

The Indemnitors' representations, warranties, covenants, and other undertakings in this Agreement shall be liberally construed for the Indemnified Persons' benefit. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the Party causing all or part of this Agreement to be drafted.

2. Indemnification.

(a) Indemnitors shall defend, indemnify, and hold harmless each Category A Director and his employees, contractors, agents, and attorneys (each, an "Indemnified Person" and collectively the "Indemnified Persons") from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including court costs, litigation expenses, and reasonable attorneys' fees and expenses) (each of the foregoing, a "Loss") solely arising out of or related to any Category A Director not taking action of any kind as a director of Prospect Chartercare, LLC.

3. Effectiveness. This Agreement is effective and applies to any Loss arising or accruing on or after July 22, 2020. If the Settlement Agreement becomes void by its terms, this Agreement shall terminate at the time that the Settlement Agreement becomes void; provided, however, that even if the Settlement Agreement becomes void and this Agreement terminates, each Indemnified Person shall be indemnified under this Agreement for all acts or omissions that occurred or should have occurred on or after July 22, 2020 through the date that the Settlement Agreement becomes void.

4. Miscellaneous.

(a) Notice. All communications made pursuant to this Agreement shall be in writing and shall be given to a Party in care of the Party's counsel of record in the liquidating receivership.

(b) No Waivers or Unwritten Modifications. Notwithstanding any course of dealing or course of performance: (1) neither failure nor delay by a Category A Director to exercise any right operates as a waiver of any right; (2) no single or partial exercise of a right precludes any other or further exercise of the right or of another right; (3) all of a Category A Director's rights are cumulative and may be exercised singularly, alternatively, successively, or concurrently at such time or at such times as a Category A Director deems expedient; and (4) no amendment, modification, rescission, waiver, or release of all or part of this Agreement is effective unless in writing and signed by the Parties.

(c) Joint and Several Liability. All representations, warranties, covenants, agreements, acknowledgments, consents, and waivers by Indemnitors are joint and several.

(d) Successors and Assigns. This Agreement is binding on each Indemnitor's heirs, executors, administrators, successors, and assigns, and inures to the benefit of each Indemnified Person's heirs, executors, administrators, successors, and assigns.

(e) Governing Law. This Agreement shall be governed by the internal substantive laws of the State of Rhode Island.

(f) Jurisdiction, Venue, and Service of Process. Each Indemnitor irrevocably submits to the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement in the federal or state courts sitting in the State of Rhode Island.

This Indemnity Agreement is executed under seal as of the date first written above.

Prospect Medical Holdings, Inc.

Prospect East Holdings, Inc.

By _____
Name:
Title:

By _____
Name:
Title:

Prospect Chartercare SJHSRI, LLC

Prospect Chartercare RWMC, LLC

By _____
Name:
Title:

By _____
Name:
Title:

David Topper

Samuel Lee

:

EXHIBIT 3

as defined in and delivered pursuant to said Settlement Agreement are not dismissed; and

2. In the event that Plaintiffs show by motion with notice to Prospect and Angell that that an Interference with Prospect's Contribution to the Settlement Funds or LOCs (as such terms are defined in Exhibit 1) has occurred (and the Plan Receiver has not otherwise finally received Prospect's Contribution to the Settlement Funds), said dismissal with prejudice will be vacated by the Court and the disputes between and among the Settling Parties in this proceeding shall be returned to the active calendar of the Court.

So stipulated as of _____, 2021,

Plaintiff CHARTERCARE COMMUNITY BOARD,
by its Liquidating Receiver,

/s/

Thomas S. Hemmendinger (#3122)
Brennan, Recupero, Cascione, Scungio & McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300
themmendinger@brscsm.com

STEPHEN DEL SESTO,
RECEIVER FOR THE ST. JOSEPH HEALTH
SERVICES OF RHODE ISLAND RETIREMENT PLAN

By his Attorneys,

/s/

Max Wistow (#0330)
Stephen P. Sheehan (#4030)
Benjamin Ledsham (#7956)
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence, RI 02903
Tel. (401) 831-2700
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PROSPECT CHARTERCARE LLC,

By their Attorneys,

/s/

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mrusso@frlawri.com

PROSPECT MEDICAL HOLDINGS, INC.,
PROSPECT EAST HOLDINGS, INC., AND
PROSPECT EAST HOSPITAL ADVISORY SERVICES, LLC

By their Attorneys,

/s/

Preston W. Halperin, Esq. (#5555)
Dean J. Wagner, Esq. (#5426)
Christopher J. Fragomeni, Esq. (#9476)
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JPMORGAN CHASE BANK, N.A.

By their Attorneys,

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samantha.vasques@lockelord.com

ABC CORPS 1-10, VON CROCKETT,
DAVID & ALEXA TOPPER FAMILY TRUST,
JOSEPH DISTEFANO, ANDREA DOYLE,
GREEN EQUITY INVESTORS SIDE V, LP,
GREEN EQUITY INVESTORS, V, LP,
IVY HOLDINGS, INC.,
IVY INTERMEDIATE HOLDINGS, INC,
SAMUEL LEE, EDWARD QUINLAN,
THOMAS REARDON, EDWIN SANTOS,
DAVID TOPPER,

By their Attorneys,

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jaclyn.cotter@indegliaw.com

SO ORDERED:

ENTER:

Stern, J.

Dep. Clerk

Dated:

Dated:

CERTIFICATE OF SERVICE

I hereby certify that, on the ____ day of _____, 2021, I filed and served the foregoing document through the electronic filing system on the following users of record:

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The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ _____

EXHIBIT 4

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

PROSPECT MEDICAL HOLDINGS, INC.;	:	
PROSPECT EAST HOLDINGS, INC.;	:	
Plaintiffs,	:	
v.	:	C.A. No: 2019-1018
	:	
CHARTERCARE COMMUNITY BOARD	:	
Defendant	:	

STIPULATION OF DISMISSAL

Plaintiffs Prospect Medical Holdings and Prospect East Holdings Inc. and defendants having settled their dispute pursuant to the terms of the Settlement Agreement attached hereto as Exhibit 1, hereby stipulate and agree and consent to the entry of this Stipulation as an Order of the Court as follows:

1. Plaintiffs' claims against Defendant CharterCARE Community Board shall be and are hereby dismissed, with prejudice; and
2. In the event that an Interference with Prospect's Contribution to the Settlement Funds or LOCs (as such terms are defined in Exhibit 1) has occurred (and the Plan Receiver has not otherwise finally received Prospect's Contribution to the Settlement Funds), and the dismissal of litigation filed by defendant in Rhode Island Superior Court captioned *Chartercare Community Board et al. v. Lee et al.* (C.A. No. PC-2019-3654) is vacated by the Rhode Island Superior Court and returned to that Court's active calendar, this proceeding shall be returned to the active calendar of this Court.

So stipulated as of _____, 2021,

PROSPECT MEDICAL HOLDINGS, INC.
AND PROSPECT EAST HOLDINGS, INC.

By Their Attorneys,

Geoffrey G. Grivner, Esq. (#4711)

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-and-

Ekwan R. Rhow, Esq.
Thomas V. Reichert, Esq.
Christopher J. Lee, Esq.
Bird, Marella, Boxer, Wolpert, Nessim, Dooks, Licenberg & Rhow, P.C.
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SO ORDERED:

ENTER:

, J.

Dep. Clerk

Dated:

Dated:

CERTIFICATE OF SERVICE

I hereby certify that, on the ____ day of _____, 2021, I filed and served the foregoing document through the electronic filing system on the following users of record:

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/s/ _____

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

STEPHEN DEL SESTO, AS RECEIVER
AND ADMINISTRATOR OF THE ST.
JOSEPH HEALTH SERVICES OF
RHODE ISLAND RETIREMENT PLAN; ET
AL. ,

Plaintiffs,

v.

PROSPECT CHARTERCARE, LLC; ET
AL.,

Defendants.

C.A. No. 1:18-CV-00328-WES/LDA

STIPULATION OF DISMISSAL INVOLVING CERTAIN PARTIES

Plaintiff Stephen Del Sesto (the "Plan Receiver"), together with the individual named plaintiffs (individually and as putative class representatives) (with the Plan Receiver, "Plaintiffs") and Defendant CharterCARE Community Board ("CCCB") by and through Thomas Hemmendinger in his capacity as liquidating receiver (the "Liquidating Receiver") for CCCB, and Defendants Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC (collectively "Prospect"), and The Angell Pension Group, Inc. (all collectively the "Settling Parties"), having settled their disputes pursuant to the Settlement Agreement attached hereto as Exhibit 1, the Settling Parties hereby stipulate and agree and consent to the entry of this Stipulation as an Order of the Court as follows:

1. Plaintiffs' claims against Prospect and Angell shall be and are hereby dismissed, with prejudice, provided, however, that any claims Plaintiffs may

have arising out of or relating to any breach of the Settlement Agreement dated as of December __, 2020 are not dismissed;

2. Said dismissal shall not apply to or in any way affect Plaintiffs' claims against Defendants Roman Catholic Bishop of Providence (a Corporation Sole), Diocesan Administration Corporation, or Diocesan Service Corporation; or to Plaintiffs' claims against CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital (only to the extent of their assets in the Liquidations Proceedings); and
3. In the event that Plaintiffs, Counsel for the Plan Receiver, or the Liquidating Receiver show by motion with notice to Prospect and Angell that an Interference with Prospect's Contribution to the Settlement Funds or the LOCs (as defined in Exhibit 1) has occurred (and the Plan Receiver has not otherwise finally received Prospect's Contribution to the Settlement Funds), said dismissal with prejudice will be vacated by the Court and the disputes between and among the Settling Parties in this proceeding shall be returned to the active calendar of the Court.

IT IS SO ORDERED

Hon. William E. Smith
United States District Judge

Dated: _____, 2021

So stipulated as of _____, 2021.

By:

STEPHEN DEL SESTO, AS RECEIVER
AND ADMINISTRATOR OF THE ST.
JOSEPH HEALTH SERVICES OF RHODE
ISLAND RETIREMENT PLAN, et al.

PROSPECT MEDICAL HOLDINGS, INC.
and PROSPECT EAST HOLDINGS, INC.

By Their Attorneys,
WISTOW, SHEEHAN & LOVELEY, PC

By Their Attorneys,
SHECHTMAN HALPERIN SAVAGE LLP

/s/ Max Wistow

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Stephen P. Sheehan, Esq. (#4030)
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/s/ Preston Halperin

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PROSPECT CHARTERCARE, LLC,
PROSPECT CHARTERCARE, SJHSRI,
and PROSPECT CHARTERCARE RWMC,

By Their Attorneys,

FERRUCCI RUSSO P.C.

THE ANGELL PENSION GROUP, INC.

By Its Attorneys,

ROBINSON & COLE LLP

/s/ Mark Russo

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-and-

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CHARTERCARE COMMUNITY BOARD,
ST. JOSEPH HEALTH SERVICES OF
RHODE ISLAND, and ROGER WILLIAMS
HOSPITAL

By Their Attorneys,

/s/ Thomas Hemmendinger
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Permanent Liquidating Receiver of
CharterCARE Community Board, Roger
Williams Hospital, and St. Joseph Health
Services of Rhode Island
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CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the within document was electronically filed on the ____ day of _____, 202__ using the Electronic Case Filing system of the United States District Court and is available for viewing and downloading from the Electronic Case Filing system. The Electronic Case Filing system will automatically generate and send a Notice of Electronic Filing to the following Filing Users or registered users of record:

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/s/ Stephen P. Sheehan

EXHIBIT 6

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STEPHEN DEL SESTO, AS RECEIVER AND :
ADMINISTRATOR OF THE ST. JOSEPH :
HEALTH SERVICES OF RHODE ISLAND :
RETIREMENT PLAN; GAIL J. MAJOR; :
NANCY ZOMPA; RALPH BRYDEN; :
DOROTHY WILLNER; CAROLL SHORT; :
DONNA BOUTELLE; and EUGENIA :
LEVESQUE, :

Plaintiffs :

v. :

C.A. NO.: 2018-4386

PROSPECT CHARTERCARE, LLC; :
CHARTERCARE COMMUNITY BOARD; ST. :
JOSEPH HEALTH SERVICES OF RHODE :
ISLAND; PROSPECT CHARTERCARE :
SJHSRI, LLC; PROSPECT CHARTERCARE :
RWMC, LLC; PROSPECT EAST HOLDINGS, :
INC.; PROSPECT MEDICAL HOLDINGS, :
INC.; ROGER WILLIAMS HOSPITAL; :
CHARTERCARE FOUNDATION; THE RHODE :
ISLAND COMMUNITY FOUNDATION; :
ROMAN CATHOLIC BISHOP OF :
PROVIDENCE; DIOCESAN :
ADMINISTRATION CORPORATION; :
DIOCESAN SERVICE CORPORATION; and :
THE ANGELL PENSION GROUP, INC., :

Class Action

Defendants. :

STIPULATION OF DISMISSAL INVOLVING CERTAIN PARTIES

Plaintiff Stephen Del Sesto (the "Plan Receiver"), together with the individual named plaintiffs (individually and as putative class representatives) (with the Plan Receiver, "Plaintiffs") and Defendant CharterCARE Community Board ("CCCB") by and through Thomas Hemmendinger in his capacity as liquidating receiver (the "Liquidating Receiver") for CCCB, and Defendants Prospect Medical Holdings, Inc., Prospect East

Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC (collectively "Prospect"), and The Angell Pension Group, Inc. (all collectively the "Settling Parties"), having settled their disputes pursuant to the Settlement Agreement attached hereto as Exhibit 1, the Settling Parties hereby stipulate and agree and consent to the entry of this Stipulation as an Order of the Court as follows:

1. Plaintiffs' claims against Prospect and Angell shall be and are hereby dismissed, with prejudice, provided, however, that any claims Plaintiffs may have arising out of or relating to any breach of the Settlement Agreement dated as of December __, 2020 are not dismissed;
2. Said dismissal shall not apply to or in any way affect Plaintiffs' claims against Defendants Roman Catholic Bishop of Providence (a Corporation Sole), Diocesan Administration Corporation, or Diocesan Service Corporation or to Plaintiffs' claims against CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital (only to the extent of their assets in the Liquidations Proceedings); and
3. In the event that Plaintiffs or the Liquidating Receiver show by motion with notice to Prospect and Angell that an Interference with Prospect's Contribution to the Settlement Funds or the LOCs (as such terms are defined in Exhibit 1) has occurred (and the Plan Receiver has not otherwise finally received Prospect's Contribution to the Settlement Funds), said dismissal with prejudice will be vacated by the Court and the disputes between and among the Settling Parties in this proceeding shall be returned to the active calendar of the Court.

So stipulated as of _____, 2021.

STEPHEN DEL SESTO, AS RECEIVER AND
ADMINISTRATOR OF THE ST. JOSEPH
HEALTH SERVICES OF RHODE ISLAND
RETIREMENT PLAN, GAIL J. MAJOR,
NANCY ZOMPA, RALPH BRYDEN,
DOROTHY WILLNER, CAROLL SHORT,
DONNA BOUTELLE, and EUGENIA
LEVESQUE,

By Their Attorneys,

/s/ Max Wistow

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PROSPECT CHARTERCARE, SJHSRI,
and PROSPECT CHARTERCARE RWMC,

By Their Attorneys,

FERRUCCI RUSSO P.C.

THE ANGELL PENSION GROUP, INC.

By Its Attorneys,

ROBINSON & COLE LLP

/s/ Mark Russo

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PROSPECT MEDICAL HOLDINGS, INC.
and
PROSPECT EAST HOLDINGS, INC.

By Their Attorneys,
SHECHTMAN HALPERIN SAVAGE LLP

/s/ Preston W. Halperin
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CHARTERCARE COMMUNITY BOARD,

By its Attorney,

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger (#3122)
Permanent Liquidating Receiver of
CharterCARE Community Board, Roger
Williams Hospital, and St. Joseph Health
Services of Rhode Island
Ronald F. Cascione (#2277)
Lisa M. Kresge (#8707)
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Tel. (401) 453-2300
themmendinger@brcsm.com
rscasione@brcsm.com
lkresge@brcsm.com

SO ORDERED:

ENTER:

Stern, J.

Dep. Clerk

Dated:

Dated:

CERTIFICATE OF SERVICE

I hereby certify that, on the ____ day of _____, 2021, I filed and served the foregoing document through the electronic filing system on the following users of record:

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The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ _____

EXHIBIT 7

PRE-VET REF: [to be inserted]

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ DATE: _____

To: Stephen Del Sesto, Receiver
c/o Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903

DEAR SIR/MADAM:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY:

Stephen Del Sesto, Receiver
c/o Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903

ACCOUNT PARTY: Prospect Medical Holdings, Inc. [insert address]

DATE OF EXPIRY:

PLACE OF EXPIRY: AT OUR COUNTERS

AMOUNT: US\$22,250,000.00

APPLICABLE RULES: ISP LATEST VERSION

THIS LETTER OF CREDIT IS AVAILABLE WITH JPMORGAN CHASE BANK, N.A., AGAINST PRESENTATION OF THE DOCUMENT INDICATED HEREIN.

BENEFICIARY'S DATED STATEMENT REFERENCING JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. XXXXXX INDICATING AMOUNT OF DEMAND/CLAIM AND PURPORTEDLY SIGNED BY AN AUTHORIZED PERSON, SIGNED AS SUCH, READING AS FOLLOWS:

"WE HEREBY DEMAND PAYMENT OF USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER _____, AND HEREBY CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE TO BENEFICIARY UNDER THAT CERTAIN SETTLEMENT AGREEMENT AMONG STEPHEN DEL SESTO (AS RECEIVER AND ADMINISTRATOR OF THE ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN), GAIL J. MAJOR, NANCY ZOMPA, RALPH BRYDEN, DOROTHY WILLNER, CAROLL SHORT, DONNA BOUTELLE, EUGENIA LEVESQUE, THOMAS HEMMENDINGER (AS THE

LIQUIDATING RECEIVER FOR CHARTERCARE COMMUNITY BOARD), PROSPECT MEDICAL HOLDINGS, INC., PROSPECT EAST HOLDINGS, INC., PROSPECT CHARTERCARE, LLC, PROSPECT CHARTERCARE SJHSRI, LLC, PROSPECT CHARTERCARE RWMC, LLC, THE ANGELL PENSION GROUP, INC., SAM LEE, AND DAVID TOPPER DATED DECEMBER ____, 2020, AND THAT THE ORDER GRANTING FINAL SETTLEMENT APPROVAL (AS DEFINED IN THE SETTLEMENT AGREEMENT) HAS BEEN ENTERED.”

OR AS FOLLOWS:

“WE HEREBY DEMAND PAYMENT OF USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER _____ (THE LETTER OF CREDIT), BECAUSE THE LETTER OF CREDIT IS SET TO EXPIRE FEWER THAN 60 DAYS FROM THE DATE HEREOF AND ISSUER HAS GIVEN A NOTICE OF NON-EXTENSION OF THE LETTER OF CREDIT. THE AMOUNT DEMANDED IS REQUIRED UNDER THAT CERTAIN SETTLEMENT AGREEMENT AMONG STEPHEN DEL SESTO (AS RECEIVER AND ADMINISTRATOR OF THE ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN), GAIL J. MAJOR, NANCY ZOMPA, RALPH BRYDEN, DOROTHY WILLNER, CAROLL SHORT, DONNA BOUTELLE, EUGENIA LEVESQUE, THOMAS HEMMENDINGER (AS THE LIQUIDATING RECEIVER FOR CHARTERCARE COMMUNITY BOARD), PROSPECT MEDICAL HOLDINGS, INC., PROSPECT EAST HOLDINGS, INC., PROSPECT CHARTERCARE, LLC, PROSPECT CHARTERCARE SJHSRI, LLC, PROSPECT CHARTERCARE RWMC, LLC, THE ANGELL PENSION GROUP, INC., SAM LEE, AND DAVID TOPPER DATED DECEMBER ____, 2020.”

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL 12 MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 DAYS PRIOR TO THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD, AND SUCH NOTICE IS EFFECTIVE ON RECEIPT BY YOU. HOWEVER IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF [TO BE NEGOTIATED].

PARTIAL AND/OR MULTIPLE DRAWINGS ARE PERMITTED.

WE ENGAGE WITH YOU THAT DOCUMENTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR COUNTERS AT 10420 HIGHLAND MANOR DRIVE, 4TH FLOOR, TAMPA, FLORIDA 33610 ATTN: STANDBY LETTER OF CREDIT UNIT ON OR BEFORE THE EXPIRATION DATE. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE BY WIRE TRANSFER TO THE BENEFICIARY’S ACCOUNT PER THEIR INSTRUCTIONS. ALL DOCUMENTS PRESENTED MUST BE IN ENGLISH.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE “ISP 98”).

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

ALL INQUIRIES REGARDING THIS TRANSACTION MAY BE DIRECTED TO OUR CLIENT SERVICE GROUP AT THE FOLLOWING TELEPHONE NUMBER OR EMAIL ADDRESS QUOTING OUR REFERENCE _____.

TELEPHONE NUMBER 1-800-634-1969

EMAIL ADDRESS: GTS.CLIENT.SERVICES@JPMCHASE.COM

YOURS FAITHFULLY,

JPMORGAN CHASE BANK, N.A.

.....

Authorized Signature

EXHIBIT 8

PRE-VET REF: [to be inserted]

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ DATE: _____

To: Stephen Del Sesto, Receiver
c/o Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903

DEAR SIR/MADAM:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT BY ORDER OF **Prospect Medical Holdings, Inc.** ON BEHALF OF **Prospect East Holdings, Inc.** IN YOUR FAVOR.

BENEFICIARY:

Stephen Del Sesto, Receiver
c/o Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903

ACCOUNT PARTY: Prospect Medical Holdings, Inc. [insert address]

DATE OF EXPIRY:

PLACE OF EXPIRY: AT OUR COUNTERS

AMOUNT: US\$5,000,000.00

APPLICABLE RULES: ISP LATEST VERSION

THIS LETTER OF CREDIT IS AVAILABLE WITH JPMORGAN CHASE BANK, N.A., AGAINST PRESENTATION OF THE DOCUMENT INDICATED HEREIN.

BENEFICIARY'S DATED STATEMENT REFERENCING JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. XXXXXX INDICATING AMOUNT OF DEMAND/CLAIM AND PURPORTEDLY SIGNED BY AN AUTHORIZED PERSON, SIGNED AS SUCH, READING AS FOLLOWS:

"WE HEREBY DEMAND PAYMENT OF USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER _____, AND HEREBY CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE TO BENEFICIARY UNDER THAT CERTAIN SETTLEMENT AGREEMENT AMONG STEPHEN DEL SESTO (AS RECEIVER AND ADMINISTRATOR OF THE ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN), GAIL J. MAJOR, NANCY ZOMPA, RALPH BRYDEN, DOROTHY

WILLNER, CAROLL SHORT, DONNA BOUTELLE, EUGENIA LEVESQUE, THOMAS HEMMENDINGER (AS THE LIQUIDATING RECEIVER FOR CHARTERCARE COMMUNITY BOARD), PROSPECT MEDICAL HOLDINGS, INC., PROSPECT EAST HOLDINGS, INC., PROSPECT CHARTERCARE, LLC, PROSPECT CHARTERCARE SJHSRI, LLC, PROSPECT CHARTERCARE RWMC, LLC, THE ANGELL PENSION GROUP, INC., SAM LEE, AND DAVID TOPPER DATED DECEMBER ____, 2020, AND THAT THE ORDER GRANTING FINAL SETTLEMENT APPROVAL (AS DEFINED IN THE SETTLEMENT AGREEMENT) HAS BEEN ENTERED.”

OR AS FOLLOWS:

“WE HEREBY DEMAND PAYMENT OF USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER _____ (THE LETTER OF CREDIT), BECAUSE THE LETTER OF CREDIT IS SET TO EXPIRE FEWER THAN 60 DAYS FROM THE DATE HEREOF AND ISSUER HAS GIVEN A NOTICE OF NON-EXTENSION OF THE LETTER OF CREDIT. THE AMOUNT DEMANDED IS REQUIRED UNDER THAT CERTAIN SETTLEMENT AGREEMENT AMONG STEPHEN DEL SESTO (AS RECEIVER AND ADMINISTRATOR OF THE ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN), GAIL J. MAJOR, NANCY ZOMPA, RALPH BRYDEN, DOROTHY WILLNER, CAROLL SHORT, DONNA BOUTELLE, EUGENIA LEVESQUE, THOMAS HEMMENDINGER (AS THE LIQUIDATING RECEIVER FOR CHARTERCARE COMMUNITY BOARD), PROSPECT MEDICAL HOLDINGS, INC., PROSPECT EAST HOLDINGS, INC., PROSPECT CHARTERCARE, LLC, PROSPECT CHARTERCARE SJHSRI, LLC, PROSPECT CHARTERCARE RWMC, LLC, THE ANGELL PENSION GROUP, INC., SAM LEE, AND DAVID TOPPER DATED DECEMBER ____, 2020.”

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL 12 MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 DAYS PRIOR TO THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD, AND SUCH NOTICE IS EFFECTIVE ON RECEIPT BY YOU. HOWEVER IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF [TO BE NEGOTIATED].

PARTIAL AND/OR MULTIPLE DRAWINGS ARE PERMITTED.

WE ENGAGE WITH YOU THAT DOCUMENTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR COUNTERS AT 10420 HIGHLAND MANOR DRIVE, 4TH FLOOR, TAMPA, FLORIDA 33610 ATTN: STANDBY LETTER OF CREDIT UNIT ON OR BEFORE THE EXPIRATION DATE. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE BY WIRE TRANSFER TO THE BENEFICIARY’S ACCOUNT PER THEIR INSTRUCTIONS. ALL DOCUMENTS PRESENTED MUST BE IN ENGLISH.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE “ISP 98”).

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

ALL INQUIRIES REGARDING THIS TRANSACTION MAY BE DIRECTED TO OUR CLIENT SERVICE GROUP AT THE FOLLOWING TELEPHONE NUMBER OR EMAIL ADDRESS QUOTING OUR REFERENCE _____.

TELEPHONE NUMBER 1-800-634-1969

EMAIL ADDRESS: GTS.CLIENT.SERVICES@JPMCHASE.COM

YOURS FAITHFULLY,

JPMORGAN CHASE BANK, N.A.

.....

Authorized Signature

EXHIBIT 8A

**EXHIBIT 8A TO SETTLEMENT AGREEMENT DATED AS OF
DECEMBER 30, 2020**

From: Samuel Lee on behalf of Prospect Medical Holdings, Inc. and Prospect East Holdings, Inc.

To: Thomas Hemmendinger, as Liquidating Receiver for CharterCare Community Board, and Wistow, Sheehan & Loveley P.C. as counsel for the Plaintiffs in *Stephen Del Sesto et al. v. Prospect Chartercare, LLC et al.*, (C.A. No: 1:18-CV-00328-WES-LDA)

Dated: as of December 30, 2020

Prospect East Holdings, Inc. (Prospect East”) and Prospect Medical Holdings, Inc. (“Prospect Medical”) acknowledge that Prospect Medical has ordered JPMorgan Chase to issue a letter of credit on behalf of Prospect East, to pay \$5 million for CCCB’s Hospital Interests as defined in and pursuant to the settlement agreement between the parties dated as of December 30, 2020 (the “Settlement Agreement”), and that, as a result of the issuance of the letter of credit, Prospect East is validly indebted to Prospect Medical in the amount of \$5 million.

RTE Prospect Medical Holdings, Inc.

**By:  _____
Samuel Lee, Chief Executive Officer**

RTE Prospect East Holdings, Inc.

**By:  _____
Samuel Lee, Chief Executive Officer**

EXHIBIT 9

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

ST. JOSEPH HEALTH SERVICES OF
RHODE ISLAND, INC.

v.

ST. JOSEPH'S HEALTH SERVICES OF
RHODE ISLAND RETIREMENT PLAN,
AS AMENDED

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C.A. No.: PC-2017-3856

STIPULATION AND CONSENT ORDER

Stephen Del Sesto (the "Plan Receiver") (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan")), and Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque, said persons acting individually and on behalf of all class members as defined herein (the Plan Receiver and said persons are collectively referred to as "Plaintiffs"), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board ("CCCB")) (the "Liquidating Receiver"), on the one hand, and Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, (collectively referred to herein as "Prospect"), and The Angell Pension Group, Inc. ("Angell"), and Sam Lee, and David Topper (collectively the "Settling Defendants") having settled their disputes pursuant to the Settlement Agreement dated as of December 30, 2020 attached hereto as Exhibit 1 ("Settlement Agreement") which provides for payment following approval of the proposed settlement by the Court and the United States District Court of the gross sum of thirty million dollars (\$30,000,000) (the "Settlement Funds") to be paid as follows:

1. Twenty-seven million two hundred fifty thousand (\$27,250,000) dollars ("Prospect's Contribution to the Settlement Funds") will be paid by means of a letter of credit ("Prospect Medical LOC") in the amount of twenty-two million

two hundred fifty thousand (\$22,250,000) dollars issued with Prospect Medical Holdings, Inc. as the account party, and a letter of credit ("Prospect East LOC") in the amount of five million dollars (\$5,000,000) issued with Prospect East Holdings, Inc. as the account party, and

2. Two million seven hundred fifty thousand (\$2,750,000) dollars ("Angell's Contribution to the Settlement Funds"), which is to be paid by or on behalf of The Angell Pension Group Inc. ("Angell"), and further provides that the Angell's Contribution is to be paid into the Registry of the Rhode Island Superior Court to be held *in custodio legis* pursuant to certain terms and conditions concerning the receipt, holding, disbursement, or return of said Settlement Funds,

it is hereby:

ORDERED:

1. Prospect Medical Holdings, Inc. shall cause the Prospect Medical LOC to be issued and delivered to the Plan Receiver and Prospect East Holdings, Inc., shall cause the Prospect East LOC to be issued and delivered to the Plan Receiver pending approval of the proposed settlement by the Court and the United States District Court.

2. Angell is ordered and directed to pay Angell's Contribution to the Registry of the Superior Court pursuant to the terms of the Settlement Agreement, where it will be held *in custodio legis* and will be received, held, disbursed, or returned in accordance with the terms of this Order and the Settlement Agreement.

3. Upon the entry of the Order Granting Final Settlement Approval by the United States District Court, as defined in the Settlement Agreement, the Plan Receiver may file his affidavit with the Court attaching said Order Granting Final Settlement Approval, with notice to Prospect and Angell, and the Court shall order the Clerk to remit Angell's Contribution to the Settlement Funds to the Plan Receiver and to the Plan Receiver's counsel Wistow, Sheehan & Loveley, P.C. in the respective amounts previously determined by the United States District Court in the Order Granting Final Settlement Approval, or, in the event the United States District Court has not allocated those funds then the Court shall order the Clerk to remit the full amount of Angell's Contribution to the Settlement Funds to the Plan Receiver to be held by the Plan Receiver pending such allocation.

4. Prospect's Contribution to the Settlement is ordered to be paid in accordance with the terms of the Settlement Agreement and the Prospect Medical LOC and the Prospect East LOC.

5. If (a) either the Plan Receiver or the Liquidating Receiver are denied authority to proceed with this Settlement for any reason other than the breach of this Settlement Agreement by any of the Settling Defendants, or (b) if either the Order Granting Preliminary Settlement Approval or the Order Granting Final Settlement

Approval (as defined in the Settlement Agreement) is not entered for any reason other than the breach of this Settlement Agreement by any of the Settling Defendants, then Prospect and Angell may petition the Court, with notice to the Plan Receiver and the Liquidation Receiver, for an order directing the Clerk to pay Angell's Contribution to the Settlement Funds to Angell and directing the Plan Receiver to return the Prospect Medical LOC and the Prospect East LOC to Prospect.

6. The parties hereto submit to the jurisdiction of the Court for purposes of enforcement of this Stipulation and Consent Order.

ORDERED:

ENTERED:

Stern, J.

Dep. Clerk

Dated:

Dated:

Stipulated to and presented by:

PROSPECT CHARTERCARE, LLC
PROSPECT CHARTERCARE SJHSRI, LLC, AND
PROSPECT CHARTERCARE RWMC, LLC,

By their Attorneys,

/s/ W. Mark Russo

W. Mark Russo (#3937)
Ferrucci Russo P.C.
55 Pine Street, 3rd Floor
Providence, RI 02903
Tel.: (401) 455-1000
mrusso@frlawri.com

PROSPECT MEDICAL HOLDINGS, INC.,
PROSPECT EAST HOLDINGS, INC.,
PROSPECT EAST HOSPITAL ADVISORY SERVICES, LLC
By their Attorneys,

/s/ Preston W. Halperin
Preston W. Halperin, Esq. (#5555)
Dean J. Wagner, Esq. (#5426)
Christopher J. Fragomeni, Esq. (#9476)
Shechtman Halperin Savage LLP
1080 Main Street
Pawtucket, RI 02860
Telephone: (401) 272-1400
phalperin@shslawfirm.com
dwagner@shslawfirm.com
cfragomeni@shslawfirm.com

SAMUEL LEE AND DAVID TOPPER

By their Attorneys,

/s/ Vincent A. Indeglia
Vincent A. Indeglia, Esq. (#4140)
Jaclyn A. Cotter, Esq. (#9535)
INDEGLIA & ASSOCIATES
Attorneys at Law
300 Centerville Road, Suite 320E
Warwick, RI 02886
(401) 886-9240
vincent@indegliawalaw.com
jaclyn.cotter@indegliawalaw.com

Plaintiff CharterCARE Community Board,
by its Liquidating Receiver

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger (#3122)
Brennan, Recupero, Cascione,
Scungio & McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300 Fax (401) 453-2345
themmendinger@brcsm.com

**STEPHEN DEL SESTO,
RECEIVER FOR THE ST. JOSEPH HEALTH
SERVICES OF RHODE ISLAND RETIREMENT PLAN**

By his Attorneys,

/s/ Max Wistow

Max Wistow (#0330)

Stephen P. Sheehan (#4030)

Benjamin Ledsham (#7956)

Wistow, Sheehan & Lovely, PC

61 Weybosset Street

Providence, RI 02903

401-831-2700

mwistow@wistbar.com

spsheehan@wistbar.com

bledsham@wistbar.com

Defendant,

The Angell Pension Group, Inc.

By its Attorneys,

/s/ Steven J. Boyajian

Steven J. Boyajian, Esq. (#7263)

Robinson & Cole LLP

One Financial Plaza, Suite 1430

Providence, RI 02903

401-709-3359

sboyajian@rc.com

Providence, RI 02903

CERTIFICATE OF SERVICE

I hereby certify that, on the ___ day of _____, 202___, I filed and served the foregoing document through the electronic filing system on the following users of record:

Stephen F. Del Sesto, Esq.
Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903
sdelsesto@pierceatwood.com

Rebecca Tedford Partington, Esq.
Jessica D. Rider, Esq.
Sean Lyness, Esq.
Neil F.X. Kelly, Esq.
Maria R. Lenz, Esq.
Lauren S. Zurier, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903
rpartington@riag.ri.gov
jrider@riag.ri.gov
slyness@riag.ri.gov
nkelly@riag.ri.gov
mlenz@riag.ri.gov
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Gursky Wiens Attorneys at Law
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sboyajian@rc.com

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mrusso@frlawri.com

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ _____

EXHIBIT 10

JOINT TORTFEASOR RELEASE

STEPHEN DEL SESTO, AS RECEIVER AND ADMINISTRATOR OF THE ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN; THOMAS HEMMENDINGER, AS LIQUIDATING RECEIVER FOR CHARTERCARE COMMUNITY BOARD; GAIL J. MAJOR; NANCY ZOMPA; RALPH BRYDEN; DOROTHY WILLNER; CAROLL SHORT; DONNA BOUTELLE; and EUGENIA LEVESQUE (collectively the "Releasers"), on behalf of themselves and their predecessors, successors, and assigns, do hereby release and forever discharge Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC; Prospect East Hospital Advisory Services, LLC; Ivy Holdings, Inc.; Ivy Intermediate Holdings, Inc.; David & Alexa Topper Family Trust; Green Equity Investors V, LP; Green Equity Investors Side V, LP; JPMorgan Chase Bank, N.A.; Samuel Lee; David Topper; Thomas Reardon; Von Crockett; Edwin Santos; Edward Quinlan; Joseph DiStefano; Andrea Doyle; The Angell Pension Group, Inc., and their predecessors, successors, affiliates, officers, directors, employees, attorneys, insurers (including the insurers' current and former agents) and agents ("Releasees"), of and from any and all actions, claims and demands of every kind and nature, both at law and in equity (hereinafter the "Released Claims"), whether known or unknown,

- a) arising out of or in any respect relating to the St. Joseph Health Services of Rhode Island Retirement Plan or any activity relating thereto;
- b) arising out of or in any respect relating to the applications filed with the Center for Health Systems Policy and Regulation, Rhode Island Department of Health, in the proceeding captioned *In re: Change in Effective Control Applications by Prospect Chartercare RWMC, LLC and Prospect Chartercare SJHSRI, LLC, et al.*, including any claims arising out

of or related to the Plan Receiver and the Liquidating Receiver's objections thereto or any activity relating thereto;

- c) arising out of or in any respect relating to the applications filed with the Office of the Rhode Island Attorney General and the Rhode Island Department of Health captioned *Hospital Conversion Initial Application of Chamber Inc.; Ivy Holdings Inc.; Ivy Intermediate Holdings, Inc.; Prospect Medical Holdings, Inc.; Prospect East Holdings, Inc.; Prospect East Hospital Advisory Services, LLC; Prospect CharterCARE, LLC; Prospect CharterCARE SJHSRI, LLC; Prospect CharterCARE RWMC, LLC.*, including any claims arising out of or related to the Plan Receiver and the Liquidating Receiver's objections thereto or any activity relating thereto;
- d) that were or could have been asserted in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect Chartercare LLC, et al.*, C.A. No. 2018-4386, filed in Providence County Superior Court in the State of Rhode Island;
- e) that were or could have been asserted in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect CharterCare LLC, et al.*, C.A. No. 1:18-CV-00328-WES-LDA, filed in the United States District Court for the District of Rhode Island;
- f) that were or could have been asserted in connection with that certain civil action entitled *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, C.A. No. PC-2017-3856, filed in Providence County Superior Court in the State of Rhode Island;
- g) that were or could have been asserted in connection with that certain civil action entitled *Chartercare Community Board (through Thomas Hemmendinger as Permanent Liquidating Receiver), individually and derivatively, as member of Prospect Chartercare, LLC and as trustee of the beneficial interest of its membership interest in Prospect Chartercare, LLC; and Stephen Del Sesto, as receiver and administrator of the St. Joseph Health Services of Rhode Island Retirement Plan and as holder of the beneficial interest of Chartercare Community Board's membership interest in Prospect Chartercare, LLC v. Samuel Lee, et al.* (C.A. No. PC-2019-3654).
- h) that were or could have been asserted in connection with that certain civil action entitled *In re: CharterCare CharterCARE Community Board, St. Joseph Health Services of Rhode Island and Roger Williams Hospital* (C.A. No. PC-2019-11756); and

- i) that were or could have been asserted in connection with that certain civil action entitled *Prospect Medical Holdings, Inc. v. Chartercare Community Board* (Case No. 2019-1018).

Notwithstanding the foregoing, any claims the Releasors may have arising out of or relating to: (1) any breach of the Settlement Agreement dated as of December 30, 2020 (the "Settlement Agreement"), (2) the Prospect Medical LOC, (3) the Prospect East LOC, or (4) the Directors' Indemnification, all as defined in and delivered pursuant to said Settlement Agreement, are not released.

In the event of any Interference with Prospect's Contribution to the Settlement Funds or the LOCs, as defined in said Settlement Agreement, which results in the Plaintiffs not receiving and retaining all of the Settlement Funds, then this release shall be null and void as to each and every Releasee.

The following defendants in the Federal Court Action are expressly not released: Roman Catholic Bishop of Providence, Diocesan Administration Corporation, and Diocesan Service Corporation have not been released, and (only to the extent of their assets in the Liquidations Proceedings) CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital are also not released.

Releasors reduce their claims or potential future claims against any party deemed a joint tortfeasor under Rhode Island General Laws § 23-17.14-35 in the amount set forth in the Settlement Agreement only.

This Release may be executed in one or more counterparts, which, when taken together, shall constitute a single instrument. A true copy of each counterpart shall be deemed an original.

Rhode Island law (excluding conflict of laws) shall govern this Release.

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

Stephen Del Sesto, as receiver for the St.
Joseph Health Services of Rhode Island
Retirement Plan

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

Thomas Hemmendinger, as Receiver for
CharterCare Community Board

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

GAIL J. MAJOR

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

NANCY ZOMPA

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, in the year 202__.

RALPH BRYDEN

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, in the year 202__.

DOROTHY WILLNER

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

CAROLL SHORT

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

DONNA BOUTELLE

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

EUGENIA LEVESQUE

Witness: _____

EXHIBIT 11

RELEASE

PROSPECT MEDICAL HOLDINGS, INC.; PROSPECT EAST HOLDINGS, INC.;
PROSPECT CHARTERCARE, LLC; PROSPECT CHARTERCARE SJHSRI, LLC;
PROSPECT CHARTERCARE RWMC, LLC; PROSPECT EAST HOSPITAL ADVISORY
SERVICES, LLC; IVY HOLDINGS INC.; IVY INTERMEDIATE HOLDINGS INC.; DAVID
& ALEXA TOPPER FAMILY TRUST; GREEN EQUITY INVESTORS V, LP; GREEN
EQUITY INVESTORS SIDE V, LP; JPMORGAN CHASE BANK, N.A.; SAMUEL LEE;
DAVID TOPPER; THOMAS REARDON; VON CROCKETT; EDWIN SANTOS;
EDWARD QUINLAN; JOSEPH DISTEFANO; ANDREA DOYLE; and THE ANGELL
PENSION GROUP, INC. (collectively the "Releasers"), on behalf of themselves and
their predecessors, successors, and assigns, do hereby release and forever discharge
Stephen Del Sesto, as Receiver and Administrator of the St. Joseph Health Services of
Rhode Island Retirement Plan; Thomas Hemmendinger, as Liquidating Receiver for
Chartercare Community Board (CCCB"); CCCB; St. Joseph Health Services of Rhode
Island; Roger Williams Hospital; Gail J. Major; Nancy Zompa; Ralph Bryden; Dorothy
Willner; Carol Short; Donna Boutelle; and Eugenia Levesque, and their predecessors,
successors, affiliates, officers, directors, employees, insurers (including the insurers'
current and former agents), attorneys, and agents ("Releasees"), of and from any and
all actions, claims and demands against them or any or them of every kind and nature,
both at law and in equity (hereinafter the "Released Claims"), whether known or
unknown,

- a) arising out of or in any respect relating to the St. Joseph Health Services
of Rhode Island Retirement Plan or any activity relating thereto;

- b) arising out of or in any respect relating to the applications filed with the Center for Health Systems Policy and Regulation, Rhode Island Department of Health, in the proceeding captioned *In re: Change in Effective Control Applications by Prospect Chartercare RWMC, LLC and Prospect Chartercare SJHSRI, LLC, et al.*, including any claims arising out of or related to the Plan Receiver and the Liquidating Receiver's objections thereto or any activity relating thereto;
- c) arising out of or in any respect relating to the applications filed with the Office of the Rhode Island Attorney General and the Rhode Island Department of Health captioned *Hospital Conversion Initial Application of Chamber Inc.; Ivy Holdings Inc.; Ivy Intermediate Holdings, Inc.; Prospect Medical Holdings, Inc.; Prospect East Holdings, Inc.; Prospect East Hospital Advisory Services, LLC; Prospect CharterCARE, LLC; Prospect CharterCARE SJHSRI, LLC; Prospect CharterCARE RWMC, LLC.*, including any claims arising out of or related to the Plan Receiver and the Liquidating Receiver's objections thereto or any activity relating thereto;
- d) that were or could have been asserted, including by counterclaim or cross claim, in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect Chartercare LLC, et al.*, C.A. No. 2018-4386, filed in Providence County Superior Court in the State of Rhode Island;
- e) that were or could have been asserted, including by counterclaim or cross claim, in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect CharterCare LLC, et al.*, C.A. No. 1:18-CV-00328-WES-LDA, filed in the United States District Court for the District of Rhode Island;
- f) that were or could have been asserted, including by counterclaim or cross claim, in connection with that certain civil action entitled *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, C.A. No. PC-2017-3856, filed in Providence County Superior Court in the State of Rhode Island;
- g) that were or could have been asserted, including by counterclaim or cross claim, in connection with that certain civil action entitled *Chartercare Community Board (through Thomas Hemmendinger as Permanent Liquidating Receiver), individually and derivatively, as member of Prospect Chartercare, LLC and as trustee of the beneficial interest of its membership interest in Prospect Chartercare, LLC; and Stephen Del Sesto, as receiver and administrator of the St. Joseph Health Services of Rhode Island Retirement Plan and as holder of the beneficial interest of*

Chartercare Community Board's membership interest in Prospect Chartercare, LLC v. Samuel Lee, et al. (C.A. No. PC-2019-3654);

- h) that were or could have been asserted in connection with that certain civil action entitled *In re: CharterCare CharterCARE Community Board, St. Joseph Health Services of Rhode Island and Roger Williams Hospital* (C.A. No. PC-2019-11756); and
- i) that were or could have been asserted in connection with that certain civil action entitled *Prospect Medical Holdings, Inc. v. Chartercare Community Board* (Case No. 2019-1018).

Notwithstanding the foregoing, any claims the Releasors may have arising out of or relating to: (1) any breach of the Settlement Agreement dated as of December 30, 2020 (the "Settlement Agreement"), (2) the Prospect Medical LOC, (3) or the Prospect East LOC, all as referenced in and incorporated in the Settlement Agreement, are not released. Moreover, this release shall not affect any of the following: (i) the records retention and access obligations of Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC or Prospect East Holdings, Inc. under the September 24, 2013 Asset Purchase Agreement or the LLC Agreement and the course of dealing between Prospect and CCCB, SJHSRI or RWH; (ii) Prospect's obligation to cooperate with the Plan Receiver or any other Administrator of the Plan with regard to historical employment documentation necessary for the calculation of benefits or provision of other information concerning benefit or pension issues, or (iii) the ongoing transition and wind-down matters regarding CCCB, SJHSRI, or RWH consistent with the agreements and course of dealing between CCCB, SJHSRI, RWH and the Liquidating Receiver on the one hand, and Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC and Prospect East Holdings, Inc. on the other hand.

This Release may be executed in one or more counterparts, which, when taken

together, shall constitute a single instrument. A true copy of each counterpart shall be deemed an original.

Rhode Island law (excluding conflict of laws) shall govern this Release.

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT MEDICAL HOLDINGS, INC.

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT EAST HOLDINGS, INC.

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT CHARTERCARE, LLC

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT CHARTERCARE SJHSRI, LLC

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT CHARTERCARE RWMC, LLC

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
PROSPECT EAST HOSPITAL ADVISORY SERVICES, LLC

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
IVY HOLDINGS INC.

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
IVY INTERMEDIATE HOLDINGS INC.

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
DAVID & ALEXA TOPPER FAMILY TRUST

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
GREEN EQUITY INVESTORS V, LP

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
GREEN EQUITY INVESTORS SIDE V, LP

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

[print name]
[title]
JPMORGAN CHASE BANK, N.A.

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

SAMUEL LEE

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

DAVID TOPPER

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

THOMAS REARDON

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

VON CROCKETT

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

EDWIN SANTOS

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

EDWARD QUINLAN

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

JOSEPH DISTEFANO

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

ANDREA DOYLE

Witness: _____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202_.

[print name]
[title]
THE ANGELL PENSION GROUP, INC.

Witness: _____

EXHIBIT 12

CERTIFICATE OF THE SECRETARY OF PROSPECT CHARTERCARE, LLC

I, the undersigned, Secretary, of Prospect Chartercare, LLC, do hereby certify to Stephen Del Sesto (the "Plan Receiver") (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan")), and Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque, said persons acting individually and on behalf of all class members as defined herein (the Plan Receiver and said persons are collectively referred to as "Plaintiffs"), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board ("CCCB")) (the "Liquidating Receiver"), the following:

1. Attached hereto as Exhibit 1 is a true, complete and accurate copy of a resolution duly adopted by the Board of Directors of Prospect Chartercare, LLC on _____, 202__ which resolution has not, as of the date hereof, been amended, modified or repealed and is in full force and effect.
2. The above-referenced resolution was adopted by the Board of Directors of Prospect Chartercare, LLC in compliance with the Amended & Restated Limited Liability Company Agreement of Prospect Chartercare, LLC and all applicable laws and regulations.

IN WITNESS WHEREOF, I have signed this Certificate as of the ____ day of _____, 202__.

PROSPECT CHARTERCARE, LLC

By: _____

Its Secretary

EXHIBIT 1

**RESOLUTION OF THE BOARD OF DIRECTORS OF
PROSPECT CHARTERCARE, LLC**

_____, 202__

(With Respect to Settlement with Stephen Del Sesto and Others)

WHEREAS, the Board of Directors of Prospect Chartercare LLC (“The Board”) has received information regarding a proposed settlement (the “Proposed Settlement”) with Stephen Del Sesto (the “Plan Receiver”) (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the “Plan”)), and Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Caroll Short, Donna Boutelle, and Eugenia Levesque, said persons acting individually and on behalf of all class members as defined herein (the Plan Receiver and said persons are collectively referred to as “Plaintiffs”), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board (“CCCB”)) (the “Liquidating Receiver”);

WHEREAS, the Proposed Settlement calls for each of the directors (the “Category A Directors”) that the Liquidating Receiver has appointed to Prospect Chartercare, LLC, committing not to attend any board meetings during the period from their appointment on July 22, 2020 through the determination by the United States District Court for the District of Rhode Island (the “Federal Court”) in the case captioned *Stephen Del Sesto et al. v. Prospect Chartercare, LLC et al.*, (C.A. No: 1:18-CV-00328-WES-LDA) (the “Federal Court Action”) whether or not to enter the Order Granting Final Settlement Approval, and, if the Federal Court enters such order, also to never attend any meetings of the Board of Directors thereafter;

WHEREAS, the agreement entered into among CharterCARE Community Board, Prospect East Holdings, Inc., and Prospect CharterCare, LLC in connection with the 2014 Asset Sale, originally entitled the “AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF PROSPECT CHARTERCARE, LLC (a Rhode Island Limited Liability Company)” (the “LLC Agreement”) requires that the Category A Directors be permitted to participate in meetings of the Board of Directors and requires the participation of the Category A Directors in connection with the Board of Directors taking any of the actions referred to in Section 8.3 of the LLC Agreement and such other actions as may require approval of the Board of Directors;

WHEREAS, the Board has determined that it is in the best interests of Prospect Chartercare LLC that the LLC Agreement be amended to permit the Category A Directors not to attend any board meetings during the period from their appointment on July 22, 2020 through the determination by the Federal Court whether or not to enter the Order Granting Final Settlement Approval, and, if the Federal Court enters such order, also to never attend any meetings of the Board of Directors thereafter.

NOW, THEREFORE, be it resolved by the Corporation as follows:

Section 1: At a Special Meeting of the Board conducted by telephonic conference call on _____, 20__, the Board met to discuss and vote on the resolutions set forth herein. The Directors waived notice of said meeting as otherwise required by Section 12.3 of the LLC Agreement.

Section 2: The LLC Agreement is hereby amended in the form attached hereto as Exhibit 1;
and

Section 2: This Resolution shall take effect immediately upon passage by the Corporation's Board of Directors.

James H. Aceto, CPA

William J. Lynch

James P. Riley

Marc Weinberg

Sam Lee

Bruce Grinshaw

Von Crockett

Thomas Reardon

EXHIBIT 1

**AMENDMENT TO AMENDED & RESTATED LIMITED LIABILITY COMPANY
AGREEMENT OF PROSPECT CHARTERCARE, LLC**

This Amendment to Amended & Restated Limited Liability Company Agreement (this “Amendment”) is made as of _____, 202__ by Prospect CharterCARE, LLC (“the “Company”), CharterCARE Community Board, f/k/a CharterCARE Health Partners (“CCCB”), and Prospect East Holdings, Inc. (the “Prospect Member”).

Recitals

- a) As of June 20, 2014, the Company, CCCB, and the Prospect Member entered into an Amended & Restated Limited Liability Company Agreement (the “LLC Agreement”) with respect to the Company.
- b) CCCB, the Company, the Prospect Member, Prospect Medical Holdings, Inc. (“Prospect Medical”), and others have entered into a Settlement Agreement dated _____, 2020 (the “Settlement Agreement”).
- c) This Amendment is one of the requirements of the Settlement Agreement, and this Amendment has received Approval of the Board (as defined in the LLC Agreement).

Recitals

For good and valuable consideration, the receipt of which each party acknowledges, the parties agree as follows:

- 1) The actions listed in Section 8.3 of the LLC Agreement shall not require the affirmative vote, consent or approval of the Category A Directors of the Company.
- 2) If the Settlement Agreement becomes void or voidable for any reason, this Amendment automatically becomes null and void. In any event, this Amendment is no longer effective on entry of the Order Granting Final Settlement Approval (as defined in the Settlement Agreement).
- 3) Except as specifically modified by this Amendment, the LLC Agreement remains in full force and effect.
- 4) Parties may sign this Amendment in counterparts and may make or deliver signatures to this Amendment electronically.

[Signatures on next page]

In witness whereof, the parties have executed this Amendment to Amended & Restated Limited Liability Company Agreement as of the date stated above.

Prospect CharterCARE, LLC
By Prospect East Hospital Advisory
Services, LLC,
Its Manager

CharterCARE Community Board, f/k/a
CharterCARE Health Partners

By _____
Name: Sam Lee
Title: Chief Executive Officer

By _____
Thomas S. Hemmendinger
Liquidating Receiver

Prospect East Holdings, Inc.

By _____
Name: Sam Lee
Title: Chief Executive Officer

EXHIBIT 13

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (this “Assignment”) is made as of December ___, 2020, between and among Thomas S. Hemmendinger (the “Liquidating Receiver”), in his capacity as the liquidating receiver of CharterCARE Community Board (“CCCB”), Stephen Del Sesto (the “Plan Receiver”) (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan) (the Liquidating Receiver and the Plan Receiver are referred to herein as “Sellers”), Prospect Chartercare, LLC (the “Company”), and Prospect East Holdings, Inc. (“Buyer”).

Recitals

(a) Sellers, Buyer, the Company, and others have entered into a Settlement Agreement dated as of December ___, 2020 (the “Settlement Agreement”).

(b) The Settlement Agreement provides for the sale of “CCCB’s Hospital Interests” (as defined in the Settlement Agreement) to Buyer on certain terms and conditions. CCCB’s Hospital Interests include, without limitation, the 15% membership interest in Prospect Chartercare, LLC held by CCCB, formerly known as CharterCARE Health Partners, as further described in an Amended & Restated Limited Liability Company Agreement of Prospect Chartercare LLC, dated June 20, 2014, as amended (the “LLC Operating Agreement”).

Agreement

For good and valuable consideration, the receipt of which each party acknowledges, the parties hereby agree as follows:

1. On the terms and conditions of the Settlement Agreement, (a) Sellers hereby grant, convey, assign and transfers to Buyer all of Sellers’ right, title and interest, in, to and under CCCB’s Hospital Interests, and (b) Buyer hereby accepts the assignment and assumes all of the obligations of Sellers with respect to CCCB’s Hospital Interests.
2. The parties agree that Seller’s transfer of its membership interest in Prospect Chartercare LLC is a permitted transfer pursuant to Article XIV of the LLC Operating Agreement. The parties waive all notices, restrictions and approvals otherwise required by the LLC Operating Agreement or applicable law.
3. Except as set forth in the Settlement Agreement, Sellers make no warranties of any kind, express or implied, as to CCCB’s Hospital Interests, and CCCB’s Hospital Interests are assigned strictly “AS IS”

and "WITH ALL FAULTS".

4. Sellers agree to execute such other documents as may be necessary or desirable to effectuate the transfer contemplated by this Agreement; and at Buyer's and the Company's expense to cooperate and support any regulatory proceeding that may be necessary to effectuate the transfer of CCCB's Hospital Interests. In addition, the Liquidating Receiver agrees to obtain an order from the Rhode Island Superior Court instructing him, in his capacity as Receiver, to sell CCCB's Hospital Interests to Buyer.

5. With respect to this Assignment, Buyer and the Company waive any transfer restrictions in the Company's June 20, 2014 Amended and Restated Limited Liability Company Agreement.

6. This Assignment binds and inures to the benefit of each party and its heirs, executors, administrators, successors and assigns.

7. This Assignment shall be construed under and enforced in accordance with Rhode Island law.

8. Any modification of this Assignment is effective only if in a writing signed by the parties.

9. This Assignment may be executed in counterparts and by electronic means, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Assignment under seal as of the date first written above.

SELLERS:

Thomas S. Hemmendinger, liquidating receiver of
CharterCARE Community Board, and not
individually

COMPANY:
Prospect Chartercare, LLC

By _____
Name:
Title:

BUYER:
Prospect East Holdings, Inc.

Stephen Del Sesto, receiver for of the St. Joseph
Health Services of Rhode Island Retirement Plan,
and not individually

By: _____
Name:
Title:

EXHIBIT 14

TOLLING AGREEMENT

WHEREAS, this Agreement ("Agreement") is made and entered into as of December 30, 2020 (the "Operative Date"), by and between, on the one hand, Stephen Del Sesto (the "Plan Receiver") (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan")), and Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Carol Short, Donna Boutelle, and Eugenia Levesque, said persons acting individually and on behalf of all class members as defined herein (the Plan Receiver and said persons are collectively referred to as "Plaintiffs"), and Thomas Hemmendinger (as the Liquidating Receiver for CharterCARE Community Board ("CCCB")) (the "Liquidating Receiver"), and, on the other hand, Sam Lee and David Topper (individually, and behalf of the David and Alexa Topper Family Trust).

WHEREAS, the Plaintiffs and the Liquidating Receiver allege that they may have certain claims against Sam Lee and David Topper (individually, and behalf of the David and Alexa Topper Family Trust), both at law and in equity, which they have not yet asserted,

- a) arising out of or in any respect relating to the St. Joseph Health Services of Rhode Island Retirement Plan or any activity relating thereto;
- b) arising out of dividends paid by Prospect Medical Holdings, Inc., Ivy Holdings, Inc.; or Ivy Intermediate Holdings, Inc.;
- c) arising out of or in any respect relating to the applications filed with the Center for Health Systems Policy and Regulation, Rhode Island Department of Health, in the proceeding captioned *In re: Change in Effective Control Applications by Prospect Chartercare RWMC, LLC and Prospect Chartercare SJHSRI, LLC, et al.*, including any claims arising out of or related to the Plan Receiver and the

Liquidating Receiver's objections thereto or any activity relating thereto;

- d) arising out of or in any respect relating to the applications filed with the Office of the Rhode Island Attorney General and the Rhode Island Department of Health captioned *Hospital Conversion Initial Application of Chamber Inc.; Ivy Holdings Inc.; Ivy Intermediate Holdings, Inc.; Prospect Medical Holdings, Inc.; Prospect East Holdings, Inc.; Prospect East Hospital Advisory Services, LLC; Prospect CharterCARE, LLC; Prospect CharterCARE SJHSRI, LLC; Prospect CharterCARE RWMC, LLC.*, including any claims arising out of or related to the Plan Receiver and the Liquidating Receiver's objections thereto or any activity relating thereto;
- e) that could be asserted in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect Chartercare LLC, et al.*, C.A. No. 2018-4386, filed in Providence County Superior Court in the State of Rhode Island;
- f) that could be asserted in connection with that certain civil action entitled *Stephen Del Sesto, as Receiver for the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect CharterCare LLC, et al.*, C.A. No. 1:18-CV-00328-WES-LDA, filed in the United States District Court for the District of Rhode Island;
- g) that could be asserted in connection with that certain civil action entitled *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, C.A. No. PC-2017-3856, filed in Providence County Superior Court in the State of Rhode Island;
- h) that could be asserted in connection with that certain civil action entitled *Chartercare Community Board (through Thomas Hemmendinger as Permanent Liquidating Receiver), individually and derivatively, as member of Prospect Chartercare, LLC and as trustee of the beneficial interest of its membership interest in Prospect Chartercare, LLC; and Stephen Del Sesto, as receiver and administrator of the St. Joseph Health Services of Rhode Island Retirement Plan and as holder of the beneficial interest of Chartercare Community Board's membership interest in Prospect Chartercare, LLC v. Samuel Lee, et al.* (C.A. No. PC-2019-3654).
- i) that could be asserted in connection with that certain civil action entitled *In re: CharterCare CharterCARE Community Board, St. Joseph Health Services of Rhode Island and Roger Williams Hospital* (C.A. No. PC-2019-11756); and

- j) that were or could be asserted in connection with that certain civil action entitled *Prospect Medical Holdings, Inc. v. Chartercare Community Board* (Case No. 2019-1018).

including but not limited to claims pursuant to R.I. Gen. Laws § 6-16-1 et seq. and common law fraud (hereinafter the “Unasserted Fraudulent Transfer Claims”);

WHEREAS, the parties to this Agreement along with certain other individuals and entities have entered into a separate settlement agreement as of December 30, 2020 (the “Settlement Agreement”),

WHEREAS, the parties to this Agreement agree that Plaintiffs and the Liquidating Receiver will not seek to assert any of the Unasserted Fraudulent Transfer Claims at this time against Sam Lee, and David Topper (individually, and behalf of the David and Alexa Topper Family Trust).

NOW, Therefore, in consideration of mutual promises stated in this Agreement, the parties agree as follows.

- 1) In consideration of the Plaintiffs and the Liquidating Receiver’s agreement in paragraph 2 below, Sam Lee and David Topper (individually, and behalf of the David and Alexa Topper Family Trust) agree that the statute of limitations and statute of repose with respect to the Unasserted Fraudulent Transfer Claims are hereby tolled from the Operative Date until the Termination Date, as defined below in paragraph 4. That is to say that no time from and including the Operative Date until the Termination Date, as defined in paragraph 4, will be included in the computation of the running of any applicable statute of limitations or statute of repose. Furthermore, no time from and including the Operative Date until the Termination Date will be included in calculating any

alleged delay in bringing suit for purposes of asserting the defenses of laches, waiver, estoppel, or the like.

2) In consideration of Sam Lee and David Topper's agreement in paragraph one (1) above, the Plaintiffs and the Liquidating Receiver agree that they will not bring suit or seek to amend any existing Complaint against Sam Lee and David Topper with respect to Unasserted Fraudulent Transfer Claims prior to the Termination Date below.

3) The Plaintiffs and the Liquidating Receiver understand and agree that Sam Lee and David Topper, by entering into this Tolling Agreement, do not waive, and expressly reserve, any and all defenses against any claim that may be brought against Sam Lee and David Topper by Plaintiffs or the Liquidating Receiver, except for any defense based upon the running of the statute of limitations, statutes of repose, laches, waiver, estoppel, or the like, that requires the inclusion of the time period, or any portion thereof, beginning on the Operative Date of this Agreement and ending on the date of Termination Date, as set forth in paragraph four (4) below. The parties further agree that Sam Lee and David Topper do not waive any defenses based upon the running of the Statute of Limitations or Statute of Repose existing at the inception of this Tolling Agreement.

4) No party may terminate this Agreement unless there occurs an Interference with Prospect's Contribution to the Settlement Funds or the LOCs, as defined in said Settlement Agreement, which results in the Plaintiffs not receiving and retaining all of the Settlement Funds, as defined in said Settlement

Agreement, and which renders the Release provided by Plaintiffs and the Liquidating Receiver to Sam Lee and David Topper pursuant to said Settlement Agreement null and void. Any party that seeks to terminate this Agreement on the grounds that such an event has occurred must do so by written notice, return receipt requested, to each party at the following addresses:

Plaintiffs, c/o Max Wistow, Esq., Wistow, Sheehan & Loveley, P.C., 61 Weybosset Street, Providence, Rhode Island 02903; Liquidating Receiver Thomas Hemmendinger, Brennan, Recuperero, Cascione, Scungio & McAllister, LLP, 362 Broadway, Providence, RI 02909; and David Topper and Sam Lee, c/o Preston W. Halperin, Esq., Shechtman Halperin Savage LLP, 1080 Main Street, Pawtucket, RI 02860. Said termination by notice shall be effective on the thirtieth (30TH) day after said notice is sent, excluding the day notice is sent.

5) This agreement shall not operate as an admission of liability or wrongdoing of any nature by Sam Lee or David Topper, or that any valid claims that might be asserted by Plaintiffs and the Liquidating receiver against Sam Lee or David Topper.

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

Stephen Del Sesto, as receiver for the
St. Joseph Health Services of Rhode
Island Retirement Plan

Witness:_____

IN WITNESS WHEREOF, and upon due authorization, I have hereunto set my hand this ____ day of _____, in the year 202__.

Thomas Hemmendinger, as Receiver
for CharterCare Community Board

Witness:_____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

GAIL J. MAJOR

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

NANCY ZOMPA

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

RALPH BRYDEN

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

DOROTHY WILLNER

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

CAROLL SHORT

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

DONNA BOUTELLE

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, in the year 202__.

EUGENIA LEVESQUE

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, in the year 202__.

Sam Lee

Witness: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, in the year 202__.

David Topper, individually, and on
behalf of the David and Alexa Topper
Family Trust

Witness: _____