

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT06-03413-01
03001253

(The Manchester Memorial Hospital / Prospect Manchester Hospital, Inc.)

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Bill of Sale**") is made and entered into as of October 1, 2016 ("**Effective Date**"), by and between The Manchester Memorial Hospital, a Connecticut non-stock corporation ("**Seller**"), and Prospect Manchester Hospital, Inc., a Connecticut corporation ("**Buyer**").

WHEREAS, Seller and Buyer, among others, are parties to that certain Asset Purchase Agreement, dated as of August 24, 2016 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, among other things, Seller has agreed to sell and Buyer has agreed to purchase the Assets, as more fully set forth in the Purchase Agreement and herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. **Sale and Transfer of Assets**. Effective as of the Effective Date and subject to the terms and provisions of the Purchase Agreement, Seller hereby unconditionally and irrevocably sells, transfers, assigns, conveys, sets over, grants, releases, delivers, vests and confirms (collectively, "**Transfers**") unto the Buyer, free and clear of all Encumbrances other than the Permitted Personal Property Encumbrances, all of Seller's right, title, benefit, privileges and interest in and to all personal property Assets owned, leased or licensed by Seller on the Closing Date (collectively, such Assets being referred to as the "**Transferred Items**").
3. **Assumption of Liabilities**. Except as specifically provided for in an Assignment and Assumption Agreement delivered in connection with the Closing of the Purchase Agreement, effective as of the Effective Date and subject to the terms and provisions of the Purchase Agreement, Buyer hereby assumes all of the duties, obligations, terms, provisions, covenants and liabilities of Seller to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Assumed Liabilities of Seller. Notwithstanding anything herein to the contrary, Buyer shall not assume any Excluded Liabilities, and the parties hereto agree that all such Excluded Liabilities shall remain the sole responsibility of Seller or Seller's applicable Subsidiary or Subsidiaries, as the case may be.
4. **Further Actions**. Seller covenants and agrees to warrant and defend the Transfer of the Transferred Items hereby made against all persons whomsoever and to take all steps reasonably necessary to establish the record of Buyer's title to the Transferred Items, all at the sole cost and expense of Seller. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments

of transfer and assignment and take such other actions as may be reasonably requested to more effectively consummate the transactions contemplated by this Bill of Sale.

5. Power of Attorney. Without limiting Section 4 hereof, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney-in-fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller by, on behalf of and for the benefit of Buyer and its successors and assigns from time to time:

- (a) to demand, receive and collect any and all of the Transferred Items, and to give receipts and releases for and with respect to the same, or any part thereof;
- (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Items, and in order to collect or enforce any claim or right of any kind hereby Transferred to Buyer, or intended so to be; and
- (c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Transferred Items, and to use Seller's name in such manner as such Buyer may reasonably deem necessary for the collection and recovery of same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

6. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, without limitation, Seller's representations, warranties, covenants, agreements and indemnities relating to the Transferred Items and the Assumed Liabilities, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

7. Power and Authority. Seller represents and warrants that it is fully empowered and authorized to execute and deliver this Bill of Sale on its own behalf, and that the individual signing this Bill of Sale on Seller's behalf is fully empowered and authorized to do so.

8. Successors and Assigns. All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its respective successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.

9. Choice of Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule thereof that would require the application of any other law.

10. Execution of this Bill of Sale. This Bill of Sale may be executed in multiple counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature delivered by facsimile or PDF shall be sufficient for all purposes among the parties hereto and shall be deemed to have the same legal effect as delivery of an original.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

The Manchester Memorial Hospital, a
Connecticut non-stock corporation,

By: _____

Name:

Title:

BUYER:

Prospect Manchester Hospital, Inc., a
Connecticut corporation

By: _____

Name: Samuel S. Lee

Title: President

*(Signature Page to Bill of Sale and Assignment and Assumption Agreement
- The Manchester Memorial Hospital and Prospect Manchester Hospital, Inc.)*

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

SELLER:

The Manchester Memorial Hospital, a
Connecticut non-stock corporation

By: Donald S. Genovesi

Name: Donald S. Genovesi

Title: Treasurer

BUYER:

Prospect Manchester Hospital, Inc., a
Connecticut corporation

By: _____

Name: Samuel S. Lee

Title: President

*(Signature Page to Bill of Sale and Assignment and Assumption Agreement
– The Manchester Memorial Hospital and Prospect Manchester Hospital, Inc.)*