TAB 12

Execution Version

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CHAMBER INC.,

CHAMBER MERGER SUB INC.,

IVY HOLDINGS INC.,

and

GREEN EQUITY INVESTORS V, L.P. and GREEN EQUITY INVESTORS SIDE V, L.P.
(SOLELY FOR PURPOSES OF SECTION 6.03(b))

Dated as of October 2, 2019

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), Ivy Holdings Inc., a Delaware corporation (the "Company") and solely for the purposes of Section 6.03(b), Green Equity Investors V, L.P., a Delaware limited partnership ("GEI V") and Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side V" and collectively with GEI V, "GEI").

W I T N E S S E T H:

WHEREAS, at the Effective Time (as hereinafter defined), the parties intend to effect a merger of Merger Sub with and into the Company, with the Company being the Surviving Corporation (as hereinafter defined), and as a result of which Purchaser shall be the sole stockholder of the Surviving Corporation;

WHEREAS, immediately prior to the Closing (as hereinafter defined), Purchaser shall own all of the issued and outstanding capital stock of Merger Sub;

WHEREAS, immediately prior to, and contingent upon, the Closing, (i) Samuel Lee shall contribute all of his shares of Common Stock in the Company to Purchaser and (ii) the David & Alexa Topper Family Trust shall contribute 140,847 shares of Common Stock in the Company to Purchaser, each in exchange for equity interests of Purchaser (Samuel Lee and the David & Alexa Topper Family Trust, collectively, the "Purchaser Investors" and each, individually, a "Purchaser Investor", and the transactions described herein, the "Contribution and Exchange"); and

WHEREAS, the respective boards of directors of each of the Company and Merger Sub have approved and declared advisable, and the board of directors of Purchaser has approved, this Agreement and the transactions contemplated hereby, including the Merger (as hereinafter defined), in accordance with the DGCL (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS, TERMS AND INTERPRETIVE MATTERS

Section 1.01 Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"ABL Credit Agreement" means that certain Amended and Restated ABL Credit Agreement, dated as of February 22, 2018, by and among Prospect Medical Holdings, Inc., as borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the lenders and issuing lenders from time to time party thereto, as amended, amended and restated, supplemented, refinanced, replaced, or otherwise modified from time to time.

"Action" means any claim, controversy, action, cause of action, suit, litigation, arbitration, investigation, opposition, interference, audit, assessment, hearing, complaint, demand or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal and whether brought at law or in equity) that is commenced, brought, conducted, tried or heard by or before, or otherwise involving, any Governmental Authority.

"Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

"Aggregate Purchase Price" shall mean the Total Enterprise Value, plus the aggregate exercise price of all vested In-the-Money Options.

"Agreement" shall mean this Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Appraisal Shares" shall have the meaning set forth in Section 2.04(d) hereof.

"Audited Financial Statements" shall mean the audited consolidated financial statements of Prospect Medical Holdings, Inc. for the fiscal year ended September 30, 2018.

"Banker Arrangements" shall have the meaning set forth in Section 4.05 hereof.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in the City of New York, New York and Los Angeles, California are authorized or obligated by Law or executive order to close.

"Certificate of Merger" shall have the meaning set forth in Section 3.02 hereof.

"Closing" shall have the meaning set forth in Section 3.01 hereof.

"Closing Date" shall have the meaning set forth in Section 3.01 hereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Common Stock" shall mean the common stock, par value $0.01 per share, of the Company.

"Company" shall have the meaning set forth in the preamble hereto.

"Company Shares" shall mean the shares of Common Stock.

"Company Stockholder Parties" shall have the meaning set forth in Section 9.15.

"Company Subsidiary Interests" shall mean the equity interests of the Company's Subsidiaries.

"Consents" shall have the meaning set forth in Section 4.04(a) hereof.

"Contribution and Exchange" shall have the meaning set forth in the Recitals hereof.

"Crozer Actuarial Report" shall have meaning set forth in Section 6.09 hereof.

"Crozer APA" shall mean that certain Asset Purchase Agreement, dated January 8, 2016, by and among Crozer-Keystone Health System, Prospect Crozer, LLC and Prospect Medical Holdings, Inc., as amended by that certain Amendment, dated April 29, 2016, Second Amendment, dated June 15, 2016 and Third Amendment, dated June 30, 2016.

"Crozer Plan" shall have the meaning as set forth in the definition of Pension Liability.

"D&O Indemnified Person" shall have the meaning set forth in Section 6.06(a) hereof.

"D&O Insurance" shall have the meaning set forth in Section 6.06(b) hereof.

"DGCL" shall mean the General Corporation Law of the State of Delaware.

"Drag Along Notice" shall mean a notice from GEI or the Company, on behalf of GEI, containing all of the information required under, and delivered in accordance with, Section 4 of the Stockholders Agreement.

"Effective Time" shall have the meaning set forth in Section 3.02 hereof.

"Eligible Holder" shall have the meaning set forth in Section 2.03(b) hereof.

"Employee Plan" means any plan, program, policy, arrangement or contractual obligation, whether or not reduced to writing, and whether covering a single individual or a group of individuals, that is (a) a welfare plan within the meaning of Section 3(1) of ERISA, (b) a pension benefit plan within the meaning of Section 3(2) of ERISA, (c) a stock bonus, stock purchase, stock option, restricted stock, stock appreciation right or similar equity-based plan or (d) any other deferred-compensation, retirement, severance, welfare-benefit, reimbursement, bonus, profit-sharing, incentive or fringe-benefit plan, program or arrangement.

"Equity Commitment Letter" shall have the meaning set forth in Section 5.05 hereof.

"Equity Financing" shall have the meaning set forth in Section 5.05 hereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each trade or business (whether or not incorporated) that together with the Company is treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code, as of the applicable date.

"Escrow Holdback Agreement" shall have the meaning set forth in Section 4.07 hereof.

"GAAP" means United States generally accepted accounting principles consistently applied by the Company, as in effect from time to time.

"Governmental Authority" shall have the meaning set forth in Section 4.04(a) hereof.

"HSR Act" shall mean the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" of any Person at any date shall include, without duplication, (a) all Obligations of such Person for borrowed money or for the deferred purchase price of property or services (other than (x) current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices, (y) indebtedness in respect of any pension scheme and (z) payments treated as expenses in the ordinary course of business), (b) any other Obligations of such Person that are evidenced by a note, bond, debenture or similar instrument, (c) all Obligations of such Person in respect of acceptances and letters of credit issued or created for the account of such Person, (d) all Obligations of such Person as lessee that are capitalized in accordance with GAAP and (e) all direct or indirect guarantees of any of the foregoing for the benefit of another Person.

"In-the-Money Option" shall mean each Option that has an exercise price per share of Common Stock underlying such Option that is less than the amount equal to the Per Share Merger Consideration.

"Laws" shall mean any federal, state, local or foreign law, statute, ordinance, rule, regulation, order, judgment or decree, administrative order or decree or administrative or judicial decision.

"Letter of Transmittal" shall have the meaning set forth in Section 2.03(c) hereof.

"Liability" means, with respect to any Person, any liability or obligation of such Person whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due and whether or not required under GAAP to be accrued on the financial statements of such Person.

"Liens" shall mean any lien, security interest, mortgage, pledge, charge or similar matter affecting title, or other encumbrance with respect to any property or asset of the Company and its Subsidiaries.

"Litigation" shall mean any claim, action, arbitration, suit, proceeding or investigation of any kind whatsoever, at law or in equity (including actions or proceedings seeking injunctive relief), by or before any Governmental Authority.

"Merger" shall have the meaning set forth in Section 2.02 hereof

"Merger Sub" shall have the meaning set forth in the preamble hereto.

"Merger Sub Common Stock" shall mean the common stock, $0.0001 par value per share, of Merger Sub.

"Non-Foreign Affidavit" shall mean a certificate prepared in accordance with and conforming to the requirements of Treasury Regulations Section 1.1445-2(b)(2), certifying that the Person delivering such certificate is not a foreign person for purposes of Section 1445 of the Code.

"Non-Recourse Party" shall have the meaning set forth in Section 9.13 hereof.

"Non-USRPHC Certificate" shall mean a certificate, dated the Closing Date and prepared in accordance with Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3), certifying that the Company Shares are not "United States real property interests" (as defined in Section 897(c)(1) of the Code).

"Obligations" shall mean, with respect to any Indebtedness, any principal, accrued but unpaid interest, penalties, fees, guarantees, reimbursements, damages, costs of unwinding and other liabilities payable under the documentation governing such Indebtedness.

"Option" shall mean any option, warrant or other right, agreement, arrangement, or commitment of any kind whatsoever to which the Company or any of its Subsidiaries is a party relating to the issued or unissued capital stock or other equity interests of the Company or any of its Subsidiaries or obligating the Company or any of its Subsidiaries to grant, issue or sell any share of the capital stock or other equity interests of the Company or such Subsidiary by sale, lease, license or otherwise, including, without limitation, any option to purchase Company shares granted under the Stock Option Plan.

"Orders" shall have the meaning set forth in Section 4.04(b) hereof.

"Out-of-the-Money Option" shall mean each Option that has an exercise price per share of Common Stock underlying such Option that is greater than the amount equal to the Per Share Merger Consideration.

"Payor" shall have the meaning set forth in Section 6.08 hereof.

"Pension Liability" means that certain aggregate liability of the Company and its Subsidiaries for the Crozer-Keystone Health System Employees Retirement Plan (as such plan may be renamed or any successor thereto, the "Crozer Plan") as described in Footnote 11 to the Audited Financial Statements and with such aggregate liability being reflected in the amount of

$170,936,006.00 on the consolidated unaudited balance sheets of Prospect Medical Holdings, Inc. as of June 30, 2019.

"Pension Payment" shall have the meaning set forth in Section 4.07 hereof.

"Permitted Liens" shall mean (a) mechanics', carriers', workmen's, materialmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business with respect to liabilities that are not yet due or delinquent, (b) Liens for taxes, assessments or other governmental charges which are not due and payable, (c) imperfections in title, charges, easements, rights of way, restrictions, conditions, defects, exceptions, encumbrances and other similar matters which affect title to the property or assets of the Company or its Subsidiaries but do not materially detract from the value or marketability of the property or asset to which they relate or materially impair the ability of the Company or its Subsidiaries to use or operate the property or asset to which they relate in substantially the same manner as it was used or operated prior to the Closing Date, (d) any right, interest, Lien or title of a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any license or lease agreement or in the property being licensed or leased, (e) Liens securing the obligations of the Company and its Subsidiaries under the ABL Credit Agreement, (f) purchase money Liens and Liens securing rental payments under capital lease arrangements, (g) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the businesses of the Company and its Subsidiaries or any violation of which would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, (h) matters that would be disclosed by an accurate survey or inspection of the real property, (i) mortgages on facilities to the extent that no claim relating to such mortgages would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, (j) *de minimis* Liens that arise by operation of law in the ordinary course of business, (k) Liens arising under workmen's compensation, unemployment insurance, social security, retirement and similar Laws, (l) Liens that are expected to be released on or prior to Closing, (m) any encumbrance comparable to those set forth in (a) through (l), in the jurisdiction in which the applicable real property is located and (n) Liens described on Schedule 1.01.

"Per Share Merger Consideration" shall mean the quotient obtained by dividing (a) the Aggregate Purchase Price by (b) (i) the number of Company Shares issued and outstanding immediately prior to the Effective Time plus (ii) the number of Company Shares issuable upon the exercise of vested In-the-Money Options.

"Person" shall mean an individual, a corporation, a limited liability company, a partnership, an association, a trust or other entity or organization.

"Preferred Stock" shall mean the preferred stock, par value $0.01 per share, of the Company.

"Purchaser" shall have the meaning set forth in the preamble hereto.

"Purchaser Investors" shall have the meaning set forth in the Recitals hereof.

"Purchaser Parties" shall have the meaning set forth in Section 9.15.

"Related Party" shall mean, with respect to any Person who is an individual, (i) such Person's spouse, former spouse, ancestors and descendants (whether natural or adopted), parents and their descendants and any spouse of the foregoing persons (collectively, "relatives"), (ii) the trustee, fiduciary or personal representative of such Person and any trust solely for the benefit of such Person and/or such Person's relatives or (iii) any limited partnership, limited liability company or corporation the governing instruments of which provide that such Person (or if such Person dies or becomes disabled, such Person's relatives) shall have the exclusive, nontransferable power to direct the management and policies of such entity and of which the sole owners of partnership interests, membership interests or any other equity interests are, and will remain, limited to such Person and such Person's relatives.

"Required Stockholder Consent" shall have the meaning set forth in Section 4.02 hereof.

"Section 262" shall have the meaning set forth in Section 2.04(d) hereof.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, and the applicable rules and regulations thereunder.

"Special Stockholder Consent" shall have the meaning set forth in Section 6.03(b) hereof.

"Sponsor Director" shall have the meaning set forth in Section 6.06(c) hereof.

"Stockholder Consent" shall have the meaning set forth in Section 6.03(b) hereof.

"Stockholders Agreement" shall mean the Ivy Holdings Inc. Stockholders Agreement, dated as of December 15, 2010, as amended from time to time.

"Stock Option Plan" shall mean the Company's 2010 Stock Option Plan, as amended from time to time.

"Subsidiary" shall mean, with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust or other legal entity in which such Person (i) owns, directly or indirectly, a majority of the equity securities of such entity (or a majority of the voting securities of such entity), (ii) is a general partner, manager or managing member of such entity or (iii) owns or controls such number of the voting securities that is sufficient to elect a majority of such entity's board of directors or otherwise has the right to elect a majority of such entity's board of directors.

"Surviving Corporation" shall have the meaning set forth in Section 2.02 hereof.

"Surviving Corporation Common Shares" shall mean the shares of common stock, $0.01 par value per share, of the Surviving Corporation.

"Termination Date" shall have the meaning set forth in Section 8.02(b) hereof.

"Total Enterprise Value" shall mean eleven million nine hundred forty thousand nine-hundred ninety-two dollars ($11,940,992.00).

Section 1.02 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

Section 1.03 Other Definitional Provisions.

(a) The words "hereof", "herein", "hereto", "hereunder" and "hereinafter" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The term "dollars" and character "$" shall mean United States dollars.

(d) The term "including" shall mean including, without limitation, and the words "include" and "includes" shall have corresponding meanings and such words shall not be construed to limit any general statement that they follow to the specific or similar items or matters immediately following them.

(e) The term "or" is not exclusive, unless the context otherwise requires.

(f) The terms "party", "parties", "parties hereto", "parties to this Agreement" and similar terms, when used in this Agreement, shall refer to Purchaser, Merger Sub and/or the Company, as applicable, unless the context expressly otherwise requires.

Section 1.04 Interpretive Matters.

(a) The Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. The Company may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any reference to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement or otherwise. Any matter set forth in any section of any Schedule shall be deemed to be referred to and incorporated in any section to which it is specifically referenced or cross-referenced, and also in all other sections of the Schedules to which such matter's application or relevance is reasonably apparent on the face of such disclosure. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Any reference in this Agreement to gender shall include all genders and the neuter.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this

Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II.

THE MERGER

Section 2.01 Capitalization of Merger Sub. At the Closing and prior to the Effective Time, Purchaser shall contribute to Merger Sub cash in the amount which, together with cash of the Company at the Closing, is sufficient to satisfy all of its payment obligations under this Agreement in consideration for shares of Merger Sub Common Stock.

Section 2.02 Merger. At the Effective Time, in accordance with this Agreement and the DGCL, Merger Sub shall be merged with and into the Company (the "Merger"), the separate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation"). The Merger shall have the effects set forth in Section 259 of the DGCL and, without limiting the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, and shall be subject to all liabilities, obligations and penalties of the Company and Merger Sub, all with the effect set forth in the DGCL. The certificate of incorporation and the by-laws of the Merger Sub as in effect immediately prior to the Effective Time shall be the certificate of incorporation and the by-laws of the Surviving Corporation, until amended in accordance with applicable Law. Each of the directors of Merger Sub immediately prior to the Effective Time shall be a director of the Surviving Corporation and each of the officers of the Company immediately prior to the Effective Time shall be an officer of the Surviving Corporation, in each case until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and by-laws.

Section 2.03 Conversion of Shares.

(a) At the Effective Time, all shares of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Purchaser, be converted into and thereafter evidence in the aggregate 100 Surviving Corporation Common Shares. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time, when converted in accordance with this Section 2.03(a), shall no longer be outstanding, shall automatically be canceled and shall cease to exist.

(b) At the Effective Time, each Company Share (other than Company Shares held by Purchaser or Merger Sub, or Appraisal Shares, if any, which in each case shall be canceled) shall, by virtue of the Merger and without any action on the part of the holder thereof (any such holder (other than Company Shares held by Purchaser or Merger Sub), an "Eligible Holder"), be converted into and thereafter evidence the right to receive, without interest, the Per Share Merger Consideration, less any applicable income or employment tax withholding (subject to Section 6.08). Each Company Share (other than Company Shares held by Purchaser or Merger Sub) issued

and outstanding immediately prior to the Effective Time, when converted or cancelled in accordance with this Section 2.03(b), shall no longer be outstanding, shall automatically be canceled and shall cease to exist.

(c) After the Effective Time, each Eligible Holder who holds certificates formerly representing Company Shares shall have no rights with respect to the Surviving Corporation, except the right to receive, without interest, the Per Share Merger Consideration in respect of each such Company Share, less any applicable income or employment tax withholding (subject to Section 6.08), upon surrender of the certificate(s) evidencing such Company Shares in accordance with Section 2.04 and delivery of a duly executed and completed letter of transmittal in substantially the form attached as Exhibit A hereto (a "Letter of Transmittal").

(d) At the Effective Time, each Company Share that is owned by the Company or any of its Subsidiaries shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefore.

Section 2.04 Payment of Merger Consideration.

(a) At the Effective Time, the Surviving Corporation shall deliver to each Eligible Holder who has, as of the Effective Time, delivered a duly executed and completed Letter of Transmittal and has surrendered the applicable certificate(s) representing its Company Shares an aggregate amount in cash equal to (i) the product of the number of Company Shares represented by such certificate(s) multiplied by the Per Share Merger Consideration, (ii) less any applicable income or employment tax withholding (subject to Section 6.08), by wire transfer of immediately available funds (or, at the request of an Eligible Holder, by check).

(b) The Surviving Corporation shall deliver to each Eligible Holder who has not, as of the Effective Time, delivered a duly executed and completed Letter of Transmittal or surrendered the applicable certificate(s) representing its Company Shares an aggregate amount in cash equal to (i) the product of the number of Company Shares represented by such certificate(s) multiplied by the Per Share Merger Consideration, (ii) less any applicable income or employment tax withholding (subject to Section 6.08), by wire transfer of immediately available funds (or, at the request of an Eligible Holder, by check) immediately following surrender of certificate(s) evidencing Company Shares (or a lost certificate affidavit and, if applicable, bond) and upon delivery of a duly executed and completed Letter of Transmittal.

(c) In the event of a transfer of ownership of Company Shares that is not registered in the transfer records of the Company, payment may be made with respect to such shares to such a transferee if the certificate representing such shares is presented to the Company, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. For the avoidance of doubt, any such transferee that satisfies these requirements shall be an Eligible Holder.

(d) Notwithstanding anything in this Agreement to the contrary, Company Shares issued and outstanding immediately prior to the Effective Time that are held by any holder who is entitled to demand and properly demands appraisal of such shares (the "Appraisal Shares") pursuant to, and who complies in all respects with, the provisions of Section 262 of the DGCL

("Section 262") shall not be converted into the right to receive the Per Share Merger Consideration as provided in Section 2.03(b), but instead such holder shall be entitled to payment of the fair value of such shares in accordance with the provisions of Section 262. At the Effective Time, all Appraisal Shares shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder of Appraisal Shares shall cease to have any rights with respect thereto, except the right to receive the fair value of such Appraisal Shares in accordance with the provisions of Section 262. Notwithstanding the foregoing, if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262 or a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262, then the right of such holder to be paid the fair value of such holder's Appraisal Shares under Section 262 shall cease and each such Appraisal Share shall be deemed to have been converted at the Effective Time into, and shall have become, the right to receive the Per Share Merger Consideration as provided in Section 2.03(b), without interest and less any applicable income or employment tax withholding (subject to Section 6.08). The Company shall serve prompt notice to Purchaser of any demands for appraisal of any Company Shares, and Purchaser shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, without the prior written consent of Purchaser (which shall not be unreasonably withheld, delayed or conditioned), make any payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing.

Section 2.05 Options. On or prior to the Closing Date, the Board of Directors of the Company (or an authorized committee thereof) shall take all actions necessary to ensure that all outstanding Options shall be cancelled effective as of the Closing. At the Effective Time, any outstanding Option that is then vested (whether or not by reason of the Merger), shall, and without any action on the part of the holder thereof, be cancelled and in full consideration of such cancellation, shall be converted into and thereafter evidence the right to receive, without interest, an aggregate amount in cash equal to (i) the product of (x) the excess, if any, of the Per Share Merger Consideration over the exercise price set forth in the award agreement for Option multiplied by (y) the number of Company Shares covered by the Option, less (ii) any applicable income or employment tax withholding (subject to Section 6.08). Each such outstanding vested Option, when converted in accordance with this Section 2.05, shall no longer be outstanding, shall automatically be canceled and shall cease to exist. For the avoidance of doubt, no consideration shall be payable hereunder in respect of the cancellation of any then unvested or Out-of-the-Money Options.

Section 2.06 Certain Actions in Connection with the Merger.

(a) Mailing to Stockholders. As promptly as practicable after the date hereof, but in any event within thirty (30) days prior to the Closing, the Company shall mail to each holder of Company Shares on the date hereof and from time to time hereafter (i) a Letter of Transmittal, which shall specify that delivery shall be effected, and risk of loss of the certificates representing Company Shares shall pass, only upon delivery of the certificates to the Company, and which letter shall be in customary form and have such other provisions as the Company may reasonably specify and (ii) instructions for effecting the surrender of such certificates for payment.

(b) Letters of Transmittal. The Letter of Transmittal shall specify that, in the event of a termination of this Agreement prior to the Closing pursuant to Article VIII, the Company shall return such certificates to the holder of record.

(c) Share Transfer Books. At and after the Effective Time, there shall be no transfers on the share transfer books of the Company of any shares of capital stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates of the Company are presented to the Surviving Corporation, they shall be canceled and exchanged as provided in Sections 2.03(b) and 2.04(a).

(d) Unclaimed Merger Consideration. Following the Closing Date, any holder of Company Shares entitled to receive Per Share Merger Consideration who has not theretofore received payment of such consideration in accordance with Section 2.04(a) shall thereafter look only to the Surviving Corporation (subject to abandoned property, escheat or other similar Laws) for payment of any Per Share Merger Consideration that may be payable upon surrender of any certificates representing Company Shares held by such holder, as determined pursuant to this Agreement, as a general creditor and without any interest thereon.

(e) No Liability. None of the Company, the Surviving Corporation, Purchaser, any Affiliate of any of the foregoing, or any other Person shall be liable for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(f) Lost Certificates. If any certificate representing Company Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and, if required by the Company or the Surviving Corporation, the posting by such Person (other than any institutional holder of Company Shares) of a bond in such reasonable amount as the Company or the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such certificate, the Surviving Corporation shall issue in exchange for such lost, stolen or destroyed certificate the Per Share Merger Consideration payable in respect thereof pursuant to this Agreement.

ARTICLE III.

CLOSING

Section 3.01 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Ropes & Gray LLP, Three Embarcadero Center, San Francisco, CA 94111 at 9:00 a.m. (local time) on a date to be specified by the parties hereto, which shall be not later than the third (3rd) Business Day following the satisfaction or waiver of the conditions precedent set forth in Article VII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or on such other date or at such other time or place as the parties hereto may mutually agree. The date on which the Closing occurs is called the "Closing Date".

Section 3.02 Effective Time. Upon the terms and subject to the conditions of this Agreement, as soon as practicable at or after the Closing, the parties hereto shall deliver to the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger")

and shall make all other filings or recordings as may be required under the DGCL and any other applicable Law in order to effect the Merger. The Merger shall become effective at the time of filing the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time as the parties hereto may agree and as is provided in the Certificate of Merger. The date and time at which the Merger shall so become effective is herein referred to as the "Effective Time".

Section 3.03 Payments to be Made at the Closing.

(a) Payment of Merger Consideration. At the Effective Time, the Surviving Corporation shall satisfy its obligations under Section 2.04(a).

(b) Payment of Option Consideration. At the Effective Time, the Surviving Corporation shall pay to each holder of Options that are then vested (whether or not by reason of the Merger) all amounts that are due at the Effective Time to such holder pursuant to Section 2.05.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Schedules, the Company hereby represents and warrants to Purchaser and Merger Sub as follows:

Section 4.01 Organization and Qualification.

(a) The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate all of its properties and assets and to conduct its business as it is now being conducted. The Company is duly qualified or licensed and in good standing to do business as a foreign corporation in each jurisdiction in which the nature of its business, or the ownership, leasing or operation of its properties or assets, makes such qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(b) Schedule 4.01(b) sets forth the name, jurisdiction of organization and authorized capitalization of each Subsidiary of the Company and for each such Subsidiary, the ownership of all outstanding capital stock, partnership interests and other ownership or equity interests. Each Subsidiary of the Company (i) is a duly organized and validly existing corporation, partnership or limited liability company in good standing under the Laws of the jurisdiction of its organization, (ii) has all requisite corporate, partnership or limited liability company power and authority to own, lease and operate all of its properties and assets and to conduct its business as it is now being conducted and (iii) is duly qualified or licensed and in good standing to do business as a foreign corporation, partnership or limited liability company in each jurisdiction in which the nature of its business, or the ownership, leasing or operation of its properties or assets, makes such qualification necessary, except where the failure to be so organized, validly existing, in good standing, qualified or licensed would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 4.02 Authority/Binding Effect. The Company has all requisite corporate power and corporate authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of the Company, and no other corporate action on the part of the Company or any of its Subsidiaries is required to authorize the execution, delivery and performance hereof by the Company, and the consummation of the transactions contemplated hereby, except for (i) obtaining the affirmative vote of the holders of a majority of the issued and outstanding Company Shares as of the date hereof in favor of approving the Merger and other transactions contemplated hereby and adopting this Agreement (the "Required Stockholder Consent") and (ii) filing the Certificate of Merger pursuant to the DGCL. This Agreement has been duly executed and delivered by the Company and, assuming that this Agreement has been duly authorized, executed and delivered by the other parties hereto, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.03 Ownership of Stock/Capitalization.

(a) The total number of shares of capital stock of all classes which the Company has the authority to issue is (i) 2,000,000 shares of Common Stock, $0.01 par value per share and (ii) 125,000 shares of Preferred Stock, par value $0.01 per share. Of such authorized shares, as of the date hereof, a total of 1,443,498 shares of Common Stock are issued and outstanding and no shares of Preferred Stock are issued and outstanding. All of the Company Shares have been duly authorized and validly issued, are fully paid and nonassessable and have not been issued in violation of, and are not subject to, any preemptive or subscription rights or rights of first refusal. As of the date hereof, Options to purchase 169,461 Company Shares were outstanding and all such Options were issued under the Stock Option Plan. The Company has provided to Purchaser a true and complete list of each current or former employee, consultant or director of the Company or any of its Subsidiaries who, as of the date hereof, holds any Option, together with the number of Company Shares subject to each such Option, the exercise price per share, the grant date and vesting schedule of each such Option and the expiration date of each such Option. There are no Options that are In-the-Money Options.

(b) Each issued and outstanding share of capital stock, limited liability company interest or partnership interest of each Subsidiary of the Company has been duly authorized and validly issued, is fully paid and nonassessable (if applicable), and has not been issued in violation of, and is not subject to, any preemptive or subscription rights or rights of first refusal.

(c) The Company or one of its Subsidiaries has good and valid title to all of the Company Subsidiary Interests, free and clear of all Liens other than Permitted Liens.

(d) (i) Except for the Options issued pursuant to the Stock Option Plan as described in subsection (a) above, there are no Options outstanding; (ii) there is no obligation,

contingent or otherwise, of the Company or any of its Subsidiaries to (A) repurchase, redeem or otherwise acquire any share of the capital stock or other equity interests of the Company or any of its Subsidiaries, or (B) other than in connection with inter-company arrangements among or between the Company and one or more of its Subsidiaries or among or between one or more its Subsidiaries, provide funds to, or make any investment in (in the form of a loan, capital contribution or otherwise), or provide any guarantee with respect to the obligations of, the Company or any of its Subsidiaries or any other Person; and (iii) neither the Company nor any of its Subsidiaries, directly or indirectly, owns, or has agreed to purchase or otherwise acquire, the capital stock or other equity interests of, or any interest convertible into or exchangeable or exercisable for such capital stock or such equity interests of, any corporation, partnership, joint venture or other entity.

(e) Schedule 4.03 sets forth, as of the date hereof, the name of each holder of record of Company Shares and the number of Company Shares held of record thereby.

Section 4.04 Consents and Approvals/No Violation.

(a) Assuming the truth and accuracy of the representations and warranties set forth in Section 5.03(a), the execution and delivery of this Agreement by the Company do not, and the performance by the Company of this Agreement and the consummation of the transactions contemplated hereby will not, require the Company or any of its Subsidiaries to obtain any material consent, approval, waiver, authorization or permit of, or to make any filing or registration with or notification to ("Consents"), any federal or state court, legislature, executive or regulatory authority, agency or commission, or other governmental entity, authority or instrumentality, whether domestic or foreign ("Governmental Authority"), except (i) for compliance with the applicable requirements, if any, of the HSR Act, (ii) for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (iii) for Consents that may be required solely by reason of Purchaser's or Merger Sub's (as opposed to any third party's) participation in the transactions contemplated hereby (which Consents shall be solely the responsibility of Purchaser and Merger Sub), (iv) as set forth in Schedule 4.04(a) and (v) for those Consents, the failure of which to be obtained or made would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(b) Assuming receipt of all approvals, authorizations, consents or waiting period expirations or terminations related to the required Consents described in Section 4.04(a), the execution and delivery of this Agreement by the Company do not, and the performance of this Agreement by the Company and the consummation of the transactions contemplated hereby will not, (i) conflict with or violate, in any material respect, the certificate of incorporation or by-laws or other comparable organizational documents, in each case as currently in effect, of the Company or any of its Subsidiaries, (ii) conflict with, violate or result in a loss of rights or trigger new obligations under any material judgment, order or decree of any Governmental Authority to which the Company or any of its Subsidiaries is a party or to which it is subject ("Orders") or by or to which any of their respective properties or assets is bound or subject, or (iii) result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, any material contract or permit to which the Company or any of its Subsidiaries is a party or

by or to which the Company or any of its Subsidiaries or any of their respective properties or assets is bound or subject.

Section 4.05 Brokers. Except for those arrangements described on Schedule 4.05 (such arrangements, the "Banker Arrangements"), no Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of the Company, to receive any commission, brokerage, finder's fee or other similar compensation in connection with the consummation of the transactions contemplated by this Agreement.

Section 4.06 Indebtedness. The Company has no outstanding Indebtedness for borrowed money other than Indebtedness pursuant to the ABL Credit Agreement. The aggregate amount of outstanding Indebtedness under the ABL Credit Agreement was $0 as of August 31, 2019; provided, that, for the avoidance of doubt, the Company had $39,444,451.26 of undrawn letters of credit as of August 31, 2019.

Section 4.07 Cash Deposit. The Company has made a cash deposit into an account maintained by First American Title Insurance Company ("First American") in an amount equal to $70,000,000, pursuant to that certain Escrow Holdback Agreement, dated as of August 23, 2019, by and among Prospect Medical Holdings, Inc., MPT of Springfield PMH, LLC and First American (the "Escrow Holdback Agreement", a copy of which is attached hereto as Exhibit B), for the purpose of funding one or more payments to reduce (or otherwise pre-fund) the Pension Liability and certain other corporate pension liabilities (collectively, the "Pension Payment").

Section 4.08 LGP Payment. In connection with the transactions contemplated hereby, GEI and Ivy LGP Coinvest LLC shall receive in cash an aggregate amount of Per Share Merger Consideration of at least $10,000,000.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF PURCHASER AND MERGER SUB

Each of Purchaser and Merger Sub hereby represents and warrants to the Company as follows:

Section 5.01 Organization. Each of Purchaser and Merger Sub is duly organized, validly existing and in good standing under the Laws of its state of organization and has all requisite power and authority to own, lease and operate all of its properties and assets and to conduct its business as it is now being conducted. Each of Purchaser and Merger Sub is duly qualified or licensed and in good standing to do business as a foreign corporation in each jurisdiction in which the nature of its business, or the ownership, leasing or operation of its properties or assets, makes such qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to (a) have a material adverse effect on the ability of Purchaser or Merger Sub to consummate the transactions contemplated hereby or (b) cause a material delay in the ability of Purchaser or Merger Sub to consummate the transactions contemplated hereby.

Section 5.02 Authority/Binding Effect. Each of Purchaser and Merger Sub has all requisite corporate power and corporate authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by each of Purchaser and Merger Sub, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Purchaser or Merger Sub, as the case may be, and no other action, corporate or otherwise, on the part of Purchaser or Merger Sub or their respective stockholders is required to authorize the execution, delivery and performance hereof by Purchaser or Merger Sub, and the consummation of the transactions contemplated hereby, except for filing the Certificate of Merger pursuant to the DGCL. This Agreement has been duly executed and delivered by each of Purchaser and Merger Sub and, assuming that this Agreement has been duly authorized, executed and delivered by the Company, constitutes the valid and binding obligation of each of Purchaser and Merger Sub, enforceable against each of Purchaser and Merger Sub in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.03 Consents and Approvals/No Violation.

(a) Assuming the truth and accuracy of the representations and warranties set forth in Section 4.04(a), the execution and delivery of this Agreement by each of Purchaser and Merger Sub do not, and the performance by each of Purchaser and Merger Sub of this Agreement and the consummation of the transactions contemplated hereby will not, require Purchaser or Merger Sub to obtain any Consent from any Governmental Authority, except (i) for compliance with the applicable requirements, if any, of the HSR Act and (ii) for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which Purchaser or Merger Sub is qualified to do business.

(b) Assuming receipt of all approvals, authorizations, consents or waiting period expirations or terminations related to the required Consents described in Section 5.03(a), the execution and delivery of this Agreement by each of Purchaser and Merger Sub do not, and the performance of this Agreement by each of Purchaser and Merger Sub and the consummation of the transactions contemplated hereby will not, (i) conflict with or violate, in any material respect, the certificate of incorporation or by-laws or other comparable organizational documents, in each case as currently in effect, of Purchaser or Merger Sub, (ii) conflict with, violate or result in a loss of rights or trigger new obligations under any Orders applicable to Purchaser or Merger Sub or by or to which any of their respective properties or assets is bound or subject, or (iii) result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, any material contract or permit to which the Purchaser or Merger Sub is a party or by or to which Purchaser or Merger Sub or any of their respective properties or assets is bound or subject, except in the case of clauses (ii) and (iii) above, for such conflicts, violations, breaches defaults or rights that would not reasonably be expected to be material to Purchaser or Merger Sub, taken as a whole.

Section 5.04 Acquisition of Interests for Investment. Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its participation in the Merger. Purchaser is acquiring the stock of the Surviving Corporation for investment and not with a view toward or for sale or in connection with any distribution thereof, or with any present intention of distributing or selling common stock of the Surviving Corporation. Purchaser understands and agrees that the Surviving Corporation Common Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under such Act and in compliance with state, local and foreign securities Laws, in each case, to the extent applicable.

Section 5.05 Available Funds. Purchaser has received an executed equity commitment letter from the Purchaser Investors or their respective Affiliates (the "Equity Commitment Letter"), pursuant to which the Purchaser Investors or their respective Affiliates have committed to provide, subject to the terms and conditions therein, the equity financing contemplated thereby (the "Equity Financing"). Upon the consummation of the Equity Financing, Purchaser and Merger Sub will have, or have available, all cash and cash equivalents (together with cash or cash equivalents and available credit lines of the Company and its Subsidiaries) necessary to pay the Total Enterprise Value and any other amounts required to be paid by Purchaser and Merger Sub in connection with the consummation of the transactions contemplated hereby, including all related fees and expenses.

The Equity Commitment Letter constitutes the entire and complete agreement between the parties thereto with respect to the Equity Financing, and, except as expressly set forth in the Equity Commitment Letter, there are no (x) conditions precedent to the respective obligations of the Purchaser Investors to provide the Equity Financing or (y) "side" letters or similar arrangements relating to the Equity Financing to which Purchaser or Merger Sub is a party that would impose any additional conditions precedent to the availability of the Equity Financing.

Section 5.06 Operations of Purchaser and Merger Sub. Neither Purchaser nor Merger Sub has (a) engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby or (b) incurred any liabilities other than in connection with its formation and the transactions contemplated hereby.

Section 5.07 Brokers. No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of Purchaser or Merger Sub, to receive any commission, brokerage, finder's fee or other similar compensation from the Company or any of its Affiliates in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE VI.

COVENANTS

Section 6.01 Conduct of Business. Except as otherwise set forth in Schedule 6.01, as required by Law, as permitted, required, contemplated or otherwise provided for by this Agreement or with the prior written consent of Purchaser, which consent shall not be

unreasonably withheld, delayed or conditioned, during the period from the date of this Agreement to the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VIII, the Company shall, and the Company shall cause each of its Subsidiaries to, use commercially reasonable efforts to conduct its business in the ordinary course consistent with past practice and the Company shall use its commercially reasonable efforts, and the Company shall cause each of its Subsidiaries to use its commercially reasonable efforts, to preserve intact its present business organization and keep available the services of its present officers and key employees. Without limiting the generality of the foregoing, and except as otherwise set forth in Schedule 6.01, as required by Law or as permitted, required, contemplated or otherwise provided for by this Agreement, during the period from the date of this Agreement through the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VIII, the Company shall not, and the Company shall cause each of its Subsidiaries not to, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend the certificate of incorporation or by-laws or comparable organizational documents of the Company or any of its Subsidiaries, effect any split, combination, reclassification or similar action with respect to its capital stock or other equity interests or adopt or carry out any plan of complete or partial liquidation or dissolution;

(b) issue, reissue, sell or pledge, or authorize or propose the issuance, reissuance, sale or pledge of, shares of capital stock of any class or series, or any securities convertible into capital stock of any class or series (other than upon exercise of Options granted under the Stock Option Plan outstanding on the date hereof) of the Company or any of its Subsidiaries, or grant or enter into any rights, warrants, options, agreements or commitments with respect to the issuance of such capital stock or convertible securities or amend any terms of any such right, warrant, option, agreement or commitment;

(c) (A) declare, set aside or pay any dividend or other distribution of assets in respect of any class or series of its capital stock, in each case, other than dividends and distributions by a Subsidiary of the Company to the Company or a wholly-owned Subsidiary of the Company; or (B) repurchase, redeem, or otherwise acquire or cancel any of its capital stock or other equity interests;

(d) become liable in respect of any guarantee or incur, assume or otherwise become liable in respect of any Indebtedness (except for borrowings in the ordinary course of business under the ABL Credit Agreement);

(e) (A) merge or consolidate with any Person; (B) acquire any material assets, except for acquisitions of assets in the ordinary course of business consistent with past practice; or (C) make any loan, advance or capital contribution to, acquire any equity interests in, or otherwise make any investment in, any Person (other than loans and advances to employees in the ordinary course of business, and other than loans or advances to, or investments in, wholly-owned Subsidiaries of the Company existing on the date of this Agreement that are made in the ordinary course of business);

(f) permit any of its material assets to become subject to a Lien (other than a Permitted Lien) or sell, lease, license or otherwise dispose of any of its material assets, other than sales of assets in the ordinary course of business;

(g) repay, prepay or otherwise discharge or satisfy any Indebtedness or other material Liabilities, other than in the ordinary course of business, or waive, cancel or assign any claims or rights of substantial value other than in the ordinary course of business;

(h) make any capital expenditures in excess of $50,000,000;

(i) increase any benefits under any Employee Plan or increase the compensation payable or paid, whether conditionally or otherwise, to any employee, officer, director or consultant of the Company or any of its Subsidiaries (other than (A) any increase adopted in the ordinary course of business in respect of the compensation of any employee whose annual base compensation does not exceed $500,000 after giving effect to such increase or (B) any increase in benefits or compensation required by Law);

(j) make any material change in its methods of accounting or accounting practices (including with respect to reserves) or its pricing policies, payment or credit practices, fail to pay any creditor any material amount owed to such creditor when due or grant any extensions of credit other than in the ordinary course of business;

(k) settle, agree to settle, waive or otherwise compromise any pending or threatened Actions;

(l) make, change or revoke any material tax election; elect or change any material method of accounting for tax purposes; settle any Action in respect of a material amount of taxes; or enter into any contractual obligation in respect of taxes with any Governmental Authority;

(m) open any facility or enter into any new line of business or close any facility or discontinue any line of business or any material business operations;

(n) enter into, adopt, terminate, modify, renew or amend in material respect (including by accelerating material rights or benefits under) any material contract to which the Company or any of its Subsidiaries is a party or by or to which the Company or any of its Subsidiaries or any of their respective properties or assets is bound or subject (including the Escrow Holdback Agreement);

(o) license or otherwise dispose of the rights to use any material patent, trademark or other intellectual property rights or disclose material trade secrets to a third party; or

(p) enter into any contractual obligation to do any of the things referred to elsewhere in this Section 6.01.

Section 6.02 Reasonable Best Efforts/Cooperation.

(a) From and after the date of this Agreement, and through the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VIII, each of the parties hereto shall, and the Company shall cause each of its Subsidiaries to, use its respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including satisfaction, but not waiver, of the conditions to Closing set forth in Article VII.

(b) Without limiting the generality of the foregoing, and subject to Section 6.03, the Company, on the one hand, and Purchaser and Merger Sub, on the other hand, shall each (i) furnish to the other such necessary information and reasonable assistance as the other party may reasonably request in connection with the foregoing, (ii) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a Governmental Authority or a private party, (iii) keep the other party reasonably informed of any communication received or given in connection with any proceeding by a Governmental Authority or a private party, in each case, regarding the transactions contemplated hereby and (iv) permit the other party to review any communication given by it, and consult with each other in advance of any meeting, in connection with any proceeding by a Governmental Authority or a private party, with any other Person and, to the extent permitted by such other Person, give the other party the opportunity to attend and participate in such meetings and conferences.

Section 6.03 Consents.

(a) Without limiting the generality of Section 6.02 hereof, each of the parties hereto shall use reasonable best efforts to obtain all material Consents of all Governmental Authorities and other Persons necessary in connection with the consummation of the transactions contemplated by this Agreement prior to the Closing, including those Consents set forth on Schedule 6.03(a). Each of the parties hereto shall timely make or cause to be made all filings and submissions under Laws and regulations applicable to it as may be required for the consummation of the transactions contemplated by this Agreement.

(b) The Company shall, within one (1) Business Day following the execution and delivery hereof by all parties hereto, take all actions necessary in accordance with the DGCL to obtain the Required Stockholder Consent from its stockholders approving and adopting this Agreement and the transactions contemplated hereby and to deliver the Required Stockholder Consent to Purchaser. Following the execution and delivery hereof by all parties hereto and prior to the Closing, the Company shall take all actions necessary to obtain a joinder to the Required Stockholder Consent from the holders of at least 97% of the issued and outstanding Company Shares as of the date hereof consenting to the Merger and other transactions contemplated hereby and adopting this Agreement (the "Special Stockholder Consent") and to deliver the Special Stockholder Consent to Purchaser and GEI prior to Closing. No more than sixty (60) days and no less than twenty (20) days prior to the Closing Date, but in no event prior to the receipt of the Special Stockholder Consent, GEI or the Company, on behalf of GEI, shall send a Drag Along Notice to each holder of Company Shares who has not executed the Special Stockholder Consent and, subsequently, direct the respective holders of Company Shares who have not executed the Special Stockholder Consent, pursuant to the "drag along" contained in Section 4.1 of the

Stockholders Agreement, for such holder of Company Shares to execute and deliver a Letter of Transmittal as instructed by the Company and refrain from exercising any appraisal or dissenters' rights pursuant to Sections 262 of the DGCL or otherwise.

Section 6.04 Access to Information.

(a) Subject to applicable Laws, during the period from the date of this Agreement through the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VIII, the Company shall permit, and shall cause its Subsidiaries to permit, Purchaser and its advisors, accountants, attorneys and authorized representatives to have reasonable access, during regular business hours and upon reasonable notice, to the offices, facilities, assets, properties, certain management-level employees, books and records of the Company and its Subsidiaries, and shall furnish, or cause to be furnished, to Purchaser, such financial, tax and operating data and other information with respect to such entities and their respective offices, facilities, assets, properties, employees, businesses and operations as Purchaser shall from time to time reasonably request. Notwithstanding anything herein to the contrary, neither the Company nor any of its Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege or other immunity or protection from disclosure of the Company or its Subsidiaries or contravene any Law or any binding agreement entered into prior to the date of this Agreement.

(b) Purchaser shall, and shall cause the Surviving Corporation to, preserve and keep the records held by them relating to the respective businesses of the Company and its Subsidiaries prior to the Effective Time until the earlier of the expiration of the time period required by the Surviving Corporation's bona fide document retention policy as in effect as of the date of this agreement and the seven (7) year anniversary of the Closing Date (or longer if required by applicable Law) and shall make such records (or copies) and reasonably appropriate personnel available, at reasonable times and upon reasonable advance notice, as may be reasonably required by any Eligible Holder in connection with any insurance claims by, Litigation or tax audits against, governmental investigations of, or compliance with Law by, any Eligible Holder or any of their respective Affiliates.

Section 6.05 Public Statements. No press release or other public announcement, statement or comment in response to any inquiry relating to the transactions contemplated by this Agreement shall be issued, made or permitted to be issued or made by any party to this Agreement or any of its Affiliates or representatives without the prior written consent of the other parties hereto.

Section 6.06 Indemnification of Directors and Officers.

(a) For a period of six (6) years after the Closing, Purchaser shall not, and shall not permit the Surviving Corporation or any of its Subsidiaries to, amend, repeal or modify any provision in the Surviving Corporation's or any of its Subsidiaries' certificate or articles of incorporation, by-laws or other equivalent governing documents relating to the exculpation, indemnification or advancement of expenses of any Persons who at any time prior to or at the Effective Time are or were officers or directors (or their equivalent) of the Company or any of its

Subsidiaries (each, a "D&O Indemnified Person") with respect to matters existing or occurring at or prior to the Effective Time (unless and to the extent required by Law), it being the intent of the parties that all such officers and directors of the Company and its Subsidiaries shall continue to be entitled to such exculpation, indemnification and advancement of expenses to the full extent of the Law and that no change, modification or amendment of such documents or arrangements may be made that will adversely affect any such Person's right thereto without the prior written consent of that Person.

(b) Purchaser shall cause the Surviving Corporation as of the Effective Time to obtain, at the Company's expense, "tail" insurance policies with a claims period of at least six (6) years from and after the Effective Time, from an insurance carrier with the same or better credit ratings as the Company's current insurance carrier with respect to officers' and directors' liability insurance and fiduciary liability insurance (collectively, "D&O Insurance"), for the persons who are covered by the Company's existing D&O Insurance, with terms, conditions, retentions and levels of coverage at least as favorable as the Company's existing D&O Insurance with respect to matters arising out of or relating to acts or omissions occurring or existing at or prior to the Effective Time (including in connection with this Agreement and the transactions contemplated hereby), and Purchaser shall cause the Surviving Corporation to maintain such D&O Insurance in full force and effect for its full term. If the Company and the Surviving Corporation for any reason fail to obtain such "tail" insurance policies as of the Effective Time, the Surviving Corporation shall, and Purchaser shall cause the Surviving Corporation to, continue to maintain in effect the Company's existing D&O Insurance in place as of the date of this Agreement, at no expense to the beneficiaries, for a period of at least six (6) years from and after the Effective Time, for the persons who are covered by the Company's D&O Insurance in place as of the date of this Agreement, with terms, conditions, retentions and levels of coverage at least as favorable as provided in the Company's existing policies as of the date of this Agreement, or, if such insurance is unavailable, the Surviving Corporation shall, and Purchaser shall cause the Surviving Corporation to, purchase the best available D&O Insurance for such six-year period from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to the Company's existing D&O Insurance with terms, conditions, retentions and with levels of coverage at least as favorable as provided in the Company's existing policies as of the date of this Agreement.

(c) The parties hereto agree that any indemnification and advancement of expenses available to any D&O Indemnified Person who is a current or former director of the Company by virtue of such D&O Indemnified Person's service as a partner or employee of any investment fund that is an Affiliate of the Company prior to the Closing (any such current or former director, a "Sponsor Director") shall be secondary to the indemnification and advancement of expenses to be provided by the Surviving Corporation and its Subsidiaries pursuant to this Section 6.06 and that the Surviving Corporation and its Subsidiaries shall (i) be the primary indemnitors of first resort for Sponsor Directors to the extent of the obligations set forth in this Section 6.06, (ii) be fully responsible for the advancement of all expenses and the payment of all damages with respect to Sponsor Directors to the extent set forth in Section 6.06, and (iii) not make any claim for contribution, subrogation or any other recovery of any kind in respect of any other indemnification available to any Sponsor Director with respect to the obligations set forth in this Section 6.06**.**

(d) In the event that Purchaser or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and other assets to any Person (including by liquidation, dissolution, assignment for the benefit of creditors or similar action), then, and in each such case, Purchaser or the Surviving Corporation, as the case may be, shall cause proper provision to be made so that the applicable successors and assigns or transferees expressly assume the obligations set forth in this Section 6.06.

(e) Notwithstanding anything in this Agreement to the contrary, the rights and benefits of the D&O Indemnified Persons under this Section 6.06 shall not be terminated or modified in any manner as to adversely affect any D&O Indemnified Person without the prior written consent of such D&O Indemnified Person. The provisions of this Section 6.06 are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Person referred to in Section 6.06(a), his or her heirs and his or her executors, administrators and personal representatives, each of whom is an intended third-party beneficiary of this Section 6.06, and are in addition to, and not in substitution for, any other rights, including rights to indemnification or contribution that any such Person may have by contract or otherwise.

Section 6.07 Termination of Affiliate Arrangements. All agreements between the Company or any of its Subsidiaries, on the one hand, and any of their respective Affiliates, on the other hand, other than (a) the agreements listed on Schedule 6.07, (b) agreements with companies under common control with the Company entered into on arm's length terms, (c) agreements referred to in Section 6.06 and (d) agreements and transactions solely between the Company and one or more of its Subsidiaries or between or among any of its Subsidiaries, shall be terminated as of the Closing Date, and all obligations and liabilities thereunder shall have been satisfied (except to the extent that any such agreement provides for provisions that survive any termination thereof, in which case such provisions shall survive in accordance with the terms of the terminated agreements).

Section 6.08 Tax Covenants.

(a) For the avoidance of doubt, the Purchaser, the Company and any other applicable withholding agent (each, a "Payor") will be entitled to deduct and withhold from the consideration otherwise payable to or for the benefit of any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign tax law; provided, that the Payor shall use commercially reasonable efforts to notify the applicable Person(s) in writing of its intention to deduct or withhold any amounts (other than withholding on amounts treated as compensation or due to a failure of an Eligible Holder to timely deliver a Non-Foreign Affidavit) at least two (2) days prior to the date of the applicable payment, or if the Payor fails to provide such notice at least 2 days prior to such date despite Payor's commercially reasonable efforts, Payor shall provide such notice as soon as commercially practicable thereafter. Such notice shall include a written explanation stating the basis on which the Payor intends to deduct or withhold, and the Payor shall use commercially reasonable efforts to cooperate with such Person, as and to the extent reasonably requested by such Person, to mitigate the amount of deduction or withholding to the maximum extent permitted by the Code or applicable tax Law. Any amounts deducted and withheld in

accordance with this Section 6.08 will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. All compensatory amounts subject to payroll reporting and withholding payable pursuant to or as contemplated by this Agreement will be payable as promptly as possible through the Company's payroll in accordance with applicable payroll procedures.

(b) The Company shall request that each Eligible Holder timely deliver a duly executed Non-Foreign Affidavit, in the applicable form included in the Letter of Transmittal; provided, however, that a Payor's sole recourse for the failure of an Eligible Holder to deliver a Non-Foreign Affidavit is to deduct and withhold from the consideration payable to such Eligible Holder the amount required by Section 1445 of the Code.

(c) If permitted by applicable Law, the Company shall provide a Non-USRPHC Certificate to GEI at the Closing. If the Company is not or does not expect to be able to furnish a Non-USRPHC Certificate, it shall notify GEI in writing no later than five (5) Business Days prior to the Closing Date.

Section 6.09 Affiliate Transactions. (A) For the period from the date hereof until the two (2) year anniversary of the Effective Time, unless the Company obtains a written actuarial report produced by the Principal Financial Group (or any successor thereto) indicating that the assets of the Crozer Plan are sufficient to satisfy all benefit liabilities, as if the Crozer Plan were terminated in a standard termination under Section 4041(b) of ERISA, determined without including any accrued but unpaid contributions or any commitment made under PBGC Reg. 1.4041-21(b) as being an asset of the Crozer Plan (provided that if the Company undertakes any spin-off or transfer of assets or liabilities of the Crozer Plan to any other plan, the Company shall have also obtained a written actuarial report produced by the Principal Financial Group (or any successor thereto) indicating that the assets of both the Crozer Plan and such other plan immediately following such spin-off or transfer are sufficient to satisfy all benefit liabilities, as if both plans were terminated in a standard termination under ERISA, determined without including any accrued but unpaid contributions or any commitment made under PBGC Reg. 1.4041-21(b) as being an asset of either plan) (such actuarial report or reports, the "Crozer Actuarial Report"), Purchaser shall not, and shall not permit any of its Subsidiaries to, and (B) for the period following the two (2) year anniversary of the Effective Time, unless (x) (i) $50,000,000 of cash contributions have been contributed to underfunded defined benefit pension plans maintained by the Company and all ERISA Affiliates (which, for the avoidance of doubt, shall be in addition to the Pension Payment) any time after the Closing Date and (ii) the Company is in compliance with the terms of Section 2.4 of the Crozer APA (as in effect on the date hereof) or (y) the Company has obtained a Crozer Actuarial Report at any time after the Closing Date, Purchaser shall not, and shall not permit any of its Subsidiaries to:

(a) declare, set aside or pay any dividend or other distribution of assets in respect of any class or series of its capital stock, in each case, other than dividends and distributions by a Subsidiary of the Purchaser to the Purchaser or a Subsidiary of the Purchaser;

(b) repurchase, redeem, or otherwise acquire or cancel any of its capital stock or other equity interests; or

(c) enter into any agreements, arrangements or transactions that would result in payments or other distributions to any holder of equity securities of the Purchaser (or any one or more holding companies that hold equity securities of the Purchaser), such holder's Affiliates or any of such holder's Related Parties; in each case other than (i) any employment, consulting or similar agreements or payments of compensation or benefits under any Employee Plan, or reimbursement of reasonable costs or expenses, paid or payable to an employee of the Purchaser or any of its Subsidiaries in the ordinary course of business consistent with past practices and on an arm's length basis in relation to such Person's services as an employee, consultant or in a similar capacity or (ii) loans or equity contributions made to the Purchaser and its Subsidiaries on an arm's length basis.

Notwithstanding the foregoing provisions of this Section 6.09, for any taxable year (or portion thereof, including an estimated tax period) ending after the date hereof for which the Purchaser is a partnership or S Corporation for U.S. federal income tax purposes, the Purchaser may make distributions (i) to its equityholders in amounts necessary to enable them to pay their actual (or estimated, in the case of a distribution to pay estimated taxes) U.S. federal, state and local cash income tax liability attributable to their allocable portion of the net taxable income of the Purchaser, the Company and its Subsidiaries in an aggregate amount not to exceed the sum of (A) the product of (x) the maximum combined federal, state and local income tax rate applicable to an individual resident in Los Angeles, California for such taxable year (taking into account the character of the income (such as long-term capital gains or ordinary income), the deductibility, if any, of state and local income taxes for U.S. federal income tax purposes (it being understood that, unless a change of applicable Law fully repeals the limitation in effect as of the date hereof on the maximum amount of state and local income taxes deductible from U.S. federal taxable income, such individual shall be assumed to have already reached any applicable maximum amount of state and local income taxes for U.S. federal income tax purposes) and any additional income taxes such as the Medicare tax under Section 1411 of the Code, but assuming that the Code Section 199A deduction is unavailable) and (y) the net taxable income of the Purchaser, Company and its Subsidiaries for such taxable year (or portion thereof), reduced by any taxable loss of the Purchaser, the Company and its Subsidiaries allocated to its equity holders with respect to any prior taxable year for which the Purchaser was a partnership or S Corporation for U.S. federal income tax purposes to the extent such loss has not previously been taken into account for this purpose and is usable by such equityholders against taxable income during the taxable year (or portion thereof) to which the distribution relates and (B) any actual interest or penalties imposed on such equityholders with respect to U.S. federal, state or local income taxes in respect of the Purchaser, the Company or its Subsidiaries for such taxable year (or portion thereof) and (ii) to Samuel Lee, or any other equityholder of Purchaser, each year in an aggregate amount not to exceed $5,000,000 (without regard to any distributions received by Samuel Lee or any other equityholder of Purchaser pursuant to the foregoing clause (i)), provided that the amount of compensation otherwise payable by the Company or any of its Subsidiaries to Samuel Lee, any other equityholder of Purchaser or any Related Party to or of any equityholder of Purchaser for such year is reduced by the amount of such distribution. Notwithstanding the foregoing provisions of this Section 6.09, the Purchaser may make a distribution at any time after the Effective Time to the equity holders of the Purchaser in an aggregate, cumulative amount not to exceed the amount of cash contributions made by equity holders to the Purchaser at or prior to the Effective Time. If any equityholder of the Purchaser contributes cash or property, or extends a loan, to the Purchaser or any of its Subsidiaries after the Effective Time, this Section 6.09 shall not prohibit the Purchaser

from distributing or otherwise paying to such equityholder an amount equal to such prior contribution, or repaying such loan, provided that the Purchaser receives a written solvency opinion from a nationally recognized valuation or financial advisory firm that indicates that after any such distribution or repayment the Purchaser's equity value is not less than $20,000,000.

Section 6.10 Contribution and Exchange. The Purchaser Investors shall take all steps necessary to cause the consummation of the Contribution and Exchange immediately prior to the Closing.

Section 6.11 Escrow Holdback Agreement; Crozer Plan.

(a) Following the Effective Time, the Company shall cause Prospect Medical Holdings, Inc. not to terminate, modify, or amend in any respect the Escrow Holdback Agreement.

(b) On or prior to January 15, 2020, the Company shall cause Prospect Medical Holdings, Inc. to deliver a Seller Notice (as defined in the Escrow Holdback Agreement) to the Escrow Agent (as defined in the Escrow Holdback Agreement) to disburse all of the Pension Plan Funds (as defined in the Escrow Holdback Agreement) in accordance with Section 3(a) of the Escrow Holdback Agreement.

(c) For a two year period following the Effective Time, the Company shall not transfer sponsorship of the Crozer Plan to any entity that is not an ERISA Affiliate.

Section 6.12 Banker Arrangements. On or prior to December 31, 2019, the Company or any of its Subsidiaries shall enter into the Banker Arrangements described on Schedule 4.05.

ARTICLE VII.

CONDITIONS TO CLOSING

Section 7.01 Mutual Conditions to the Obligations of the Parties. The respective obligations of each party hereto to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Stockholder Consent. The Required Stockholder Consent shall have been obtained and be in full force and effect.

(b) No Injunctions or Legal Prohibitions. No temporary restraining order, preliminary or permanent injunction or other judgment, Order or decree issued by a court of competent jurisdiction which prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect, and no statute, rule or regulation shall have been enacted, promulgated or enforced by any Governmental Authority which makes the consummation of the transactions contemplated hereby illegal; provided, however, that the parties shall use their respective reasonable best efforts (including by way of appeal) to have any Order, injunction or judgment vacated, reversed, lifted or otherwise rendered ineffective.

(c) The Consents set forth on Schedule 6.03(a) shall have been obtained.

Section 7.02 Conditions to the Obligations of Purchaser. The obligations of Purchaser and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of the following conditions (unless waived, to the extent permitted by applicable Law, by Purchaser):

(a) Representations and Warranties of the Company. The representations and warranties of the Company, shall be true and correct in all material respects at and as of the Effective Time with the same effect as though made as of the Effective Time (except to the extent expressly made as of an earlier date, in which case as of such date).

(b) Performance. The Company shall have performed and complied, in all material respects, with all agreements, conditions, covenants and obligations required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date.

Section 7.03 Conditions to the Obligations of the Company. The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing of the following conditions (unless waived, to the extent permitted by applicable Law, by the Company):

(a) Representations and Warranties. The representations and warranties of Purchaser and Merger Sub contained herein shall be true, correct and complete in all material respects, as of the date when made and at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date), as though such representations and warranties were made at and as of such date.

(b) Performance. Purchaser and Merger Sub shall have performed and complied, in all material respects, with all agreements, conditions, covenants and obligations required by this Agreement to be performed or complied with by Purchaser or Merger Sub, as the case may be, on or prior to the Closing Date.

(c) Special Stockholder Consent. The Special Stockholder Consent shall have been obtained and be in full force and effect.

(d) Banker Arrangements. If, and only if, the Closing has not occurred by December 31, 2019, the Company shall have entered into the Banker Arrangements. For the avoidance of doubt, it shall not be a condition to Closing for the Company to have entered into the Banker Arrangements if the Closing occurs on or prior to December 31, 2019.

ARTICLE VIII.

SURVIVAL; TERMINATION

Section 8.01 Survival. The parties, intending to modify any applicable statute of limitations, agree that (a) the representations and warranties in this Agreement and in any certificate delivered pursuant hereto shall terminate effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no liability on the part of, nor shall any

claim be made by, any party or any of their respective Affiliates in respect thereof, (b) after the Closing, there shall be no liability on the part of, nor shall any claim be made by, any party or any of their respective Affiliates in respect of any covenant or agreement to be performed prior to the Closing, and (c) the covenants in this Agreement to be performed at or following the Closing shall survive the Closing in accordance with their respective terms only for such period as shall be required for the party required to perform under such covenant to complete the performance required thereby.

Section 8.02 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual written agreement of Purchaser and the Company;

(b) at any time after the 12-month anniversary of the signing date (the "Termination Date") by either Purchaser or the Company, by giving written notice of such termination to the other parties, if the Closing shall not have occurred on or prior to such date (unless the failure to consummate the Closing by such date shall be due to or have resulted from any breach of the representations or warranties made by, or the failure to perform or comply with any of the agreements or covenants hereof to be performed or complied with prior to the Closing by, the party seeking to terminate this Agreement);

(c) by either Purchaser or the Company, if any restraint of the type set forth in Section 7.01(b) permanently prohibiting the consummation of the transactions contemplated by this Agreement shall have become final and non-appealable; provided that the right to terminate this Agreement pursuant to this Section 8.02(c) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been a material cause of, or resulted in, the occurrence of such restraint;

(d) by Purchaser, if Purchaser is not then in breach of any of its obligations under this Agreement, by written notice to the Company, if the Company breached or failed to perform any of its covenants or other agreements set forth in this Agreement or if any representation or warranty of the Company contained in this Agreement shall be or shall have become inaccurate, in either case (i) such that the conditions set forth in Section 7.01 or Section 7.02 would not be satisfied as of the time of such breach or failure or as of the time such representation or warranty was or shall have become inaccurate, and (ii) such breach or failure to perform or inaccuracy cannot be cured by the Company or, if capable of being cured, shall not have been cured within thirty (30) calendar days after receipt by the Company of notice in writing from Purchaser specifying the nature of such breach and requesting that it be cured;

(e) by the Company, if the Company is not then in breach of any of its obligations under this Agreement, by written notice to Purchaser, if Purchaser or Merger Sub has breached or failed to perform any of their respective covenants or other agreements set forth in this Agreement or if any representation or warranty of Purchaser or Merger Sub contained in this Agreement shall be or shall have become inaccurate, in either case (i) such that the conditions set forth in Section 7.01 or Section 7.03 would not be satisfied as of the time of such breach or failure or as of the time such representation or warranty was or shall have become inaccurate and (ii) such breach or failure to perform or inaccuracy cannot be cured by Purchaser or Merger Sub, as the case

may be, or if capable of being cured, shall not have been cured within thirty (30) calendar days after receipt by Purchaser of notice in writing from the Company, specifying the nature of such breach and requesting that it be cured;

(f) by Purchaser or the Company if the Required Stockholder Consent is not obtained within one (1) Business Day following the date hereof; or

(g) by Purchaser if the Drag Along Notice is not delivered in accordance with Section 4 of the Stockholders Agreement.

Section 8.03 Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with Section 8.02 hereof, (i) this Agreement shall thereafter become void and have no effect and the transactions contemplated hereby shall be abandoned, except that this Section 8.03 and Section 6.05 and Article IX shall survive termination of this Agreement and remain valid and binding obligations of each of the parties, and (ii) subject to the terms and conditions of the surviving provisions of this Agreement, there shall be no liability or obligation on the part of Purchaser, Merger Sub or the Company. Notwithstanding the immediately preceding sentence of this Section 8.03(a), termination of this Agreement pursuant to Section 8.02 shall not release any party hereto from any liability (x) pursuant to the sections specified in this Section 8.03(a) that survive such termination or (y) except as expressly provided in any of the provisions that survive such termination, for (A) any intentional and material breach by a party of its representations and warranties under this Agreement or (B) any material breach by a party of its covenants and agreements under this Agreement, in each case that occurred prior to such termination.

(b) The parties acknowledge that the agreements contained in this Section 8.03 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the parties would not enter into this Agreement.

(c) If this Agreement is terminated pursuant to Section 8.02 hereof, all filings, applications and other submissions made pursuant to Section 6.02, and Section 6.03 hereof shall, to the extent practicable, be withdrawn from the Governmental Authority, agency or other Person to which made.

ARTICLE IX.

MISCELLANEOUS

Section 9.01 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Person for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service (with signed confirmation of receipt), or if sent by electronic mail or facsimile, provided that the electronic mail or facsimile is promptly followed by a confirmation copy delivery by registered or certified mail or by a national courier service, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

To the Company:

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Office of General Counsel
Email: leslie.prizant@prospectmedical.com

with a copy to:

Ropes & Gray LLP
Three Embarcadero Center
San Francisco, CA 94111
Attention: Eric Issadore
Email: eric.issadore@ropesgray.com

To Purchaser, Merger Sub or the Surviving Corporation:

c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Attn: Leslie Prizant
Email: leslie.prizant@prospectmedical.com

with a copy to:

TroyGould
1801 Century Park East, Suite 1600
Los Angeles, CA 90067
Attention: Young J. Kim
Email: young@troygould.com

To GEI V or GEI Side V:

Green Equity Investors V, L.P.
11111 Santa Monica Boulevard
Suite 2000
Los Angeles, CA 90025
Attn: John Baumer
Peter Zippelius
Fax: (310) 954-0404
Email: baumer@leonardgreen.com
zippelius@leonardgreen.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attention: Howard A. Sobel, Esq.
John Giouroukakis, Esq.
Email: howard.sobel@lw.com
john.giouroukakis@lw.com

Any such notification shall be deemed delivered (i) upon receipt, if delivered personally, (ii) on the next Business Day, if sent by national courier service for next business day delivery, or (iii) the Business Day received (or the immediately following Business Day, if not received on a Business Day), if sent by electronic mail, facsimile or any other permitted method.

Section 9.02 Amendment/Waiver, etc. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and the Company, or in the case of a waiver, by the party against whom the waiver is to be effective, in each case, with the approval of the parties' respective boards of directors (or committees thereof) at any time before or after the adoption of this Agreement by holders of Company Shares; *provided*, *however*, that after any such adoption, no amendment or waiver shall be made which by Law requires further approval by such stockholders without obtaining such approval. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as specifically provided otherwise herein, the rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

Section 9.03 Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto and any attempt to assign this Agreement without such consent shall be void and of no effect.

Section 9.04 Entire Agreement. This Agreement (including all Schedules hereto) contains the entire agreement among the parties hereto with respect to the subject matter hereof

and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 9.05 Fulfillment of Obligations. Any obligation of any party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such party, shall be deemed to have been performed, satisfied or fulfilled by such party.

Section 9.06 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, other than the provisions of (a) Section 2.03 and Section 2.04, to the extent they apply to Eligible Holders, (b) Section 2.05, to the extent they apply to holders of Options, (c) Section 6.04(b), to the extent they apply to Eligible Holders and their Affiliates, (d) Section 6.06, to the extent they apply to D&O Indemnified Persons and (e) Section 9.13, to the extent they apply to Non-Recourse Parties, express or implied, is intended to confer upon any Person other than Purchaser, Merger Sub, the Company, its Subsidiaries or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement; *provided*, *however*, that, notwithstanding anything in this Agreement to the contrary, the parties hereto agree that GEI V and GEI Side V are express third party beneficiaries of, and may enforce, any of the provisions of Section 6.08(c), Section 6.09 and Section 6.11; *provided*, *further*, that the provisions of Section 6.08(c), Section 6.09, Section 6.11 and the definitions of "Pension Liability" and "Pension Payment" (and any other provisions of this Agreement to the extent a modification thereof would affect the substance of any of the foregoing) shall not be amended in any manner without the prior written consent of GEI. In addition, after the Closing or termination of this Agreement in accordance with Article VIII, the provisions of Article VIII and Article IX shall be for the benefit of, and shall be enforceable by, the Eligible Holders, on their own behalf and on behalf of the Non-Recourse Parties.

Section 9.07 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Company, including, without limitation, the fees and expenses of outside counsel to GEI incurred in connection with the transactions contemplated hereby.

Section 9.08 Governing Law/Jurisdiction/Waiver of Jury Trial.

(a) This Agreement, and any claim, suit, action or proceeding in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (whether in law or in equity, and whether in contract or in tort or otherwise), shall be governed by and enforced pursuant to the laws of the State of Delaware, its rules of conflict of laws notwithstanding, and so far as applicable, the merger provisions of the DGCL. Each party hereby irrevocably agrees and consents to be subject to the exclusive jurisdiction of the United States District Court located in the State of Delaware and the Court of Chancery of the State of Delaware located in Wilmington, Delaware in any suit, action or proceeding described in the immediately preceding sentence of this Section 9.08(a). Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the delivery of such process to such party at the address and in the manner provided in Section 9.01. Each of the parties hereto irrevocably and unconditionally waives any objection

to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the United States District Court located in the State of Delaware or (ii) the Court of Chancery of the State of Delaware located in Wilmington, Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties hereto hereby agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, in any forum other than the United States District Court located in the State of Delaware or the Court of Chancery of the State of Delaware located in Wilmington, Delaware, and that the provisions of Section 9.08(b) relating to the waiver of jury trial shall apply to any such action, cause of action, claim, cross-claim or third-party claim.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER OR RELATE TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.08(b).

Section 9.09 Counterparts, etc. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, scanned pages or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 9.10 Headings, etc. The provision of the Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reading only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any Article, Section, subsection or clause are to the corresponding Article, Section, subsection or clause of this Agreement, unless otherwise specified.

Section 9.11 Further Assurances. Subject to the terms and conditions of this Agreement, from time to time, at the request of any party hereto and at the expense of the party so requesting, each other party shall execute and deliver to such requesting party such documents and

take such other action as such requesting party may reasonably request in order to consummate the transactions contemplated hereby.

Section 9.12 Remedies.

(a) Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy expressly conferred hereby, and the exercise by a party of any one such remedy will not preclude the exercise of any other such remedy.

(b) The parties understand and agree that the covenants and undertakings on each of their parts herein contained are uniquely related to the desire of the parties and their respective Affiliates to consummate the transactions contemplated hereby, that the transactions contemplated hereby represent a unique business opportunity at a unique time for each of the parties hereto and their respective Affiliates and further agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its terms and further agree that, although monetary damages may be available for the breach of such covenants and undertakings, monetary damages would be an inadequate remedy therefor. Accordingly, each party hereto agrees, on behalf of itself and its Affiliates, that, in the event of any breach or threatened breach by the Company, on the one hand, or Purchaser or Merger Sub, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, or Purchaser or Merger Sub, on the other hand, shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement. Any party seeking an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. In the event that any Litigation should be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereto hereby waives the defense, that there is an adequate remedy at law.

(c) The remedies available to the Company pursuant to this Section 9.12 shall be in addition to any other remedy to which it is entitled at law or in equity, and the election to pursue an injunction or specific performance shall not restrict, impair or otherwise limit the Company from, in the alternative, seeking to terminate this Agreement and/or pursuing any other remedy to which it is entitled to at law or in equity.

(d) To the extent any party hereto brings an action, suit or proceeding to enforce specifically the performance of the terms and provisions of this Agreement (other than an action to enforce specifically any provision that expressly survives termination of this Agreement) when expressly available to such party pursuant to the terms of this Agreement, the Termination Date shall automatically be extended to the later of (i) the twentieth (20th) Business Day following the resolution of such action, suit or proceeding or (ii) such other time period established by the court presiding over such action, suit or proceeding.

Section 9.13 Non-Recourse. Notwithstanding anything to the contrary contained herein, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or Affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party (including any of the Eligible Holders).

Section 9.14 Certain Damages and Remedies. Except as otherwise expressly provided in this Agreement, no party shall be liable for any consequential damages, damages based upon loss of revenue, income or profits, loss or diminution in value of assets or securities, damages calculated by "multiple of profits" or "multiple of cash flow" or other valuation methodology, or punitive, special, exemplary or indirect damages, in each case in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (whether in law or in equity, and whether in contract or in tort or otherwise) or otherwise. Notwithstanding anything to the contrary in this Agreement, after the Closing, no party may seek to rescind this Agreement or any of the transactions contemplated hereby.

Section 9.15 Release. Purchaser acknowledges and agrees that, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action it may have against any of the holders of Company Shares (including GEI) or their respective present or former Affiliates, officers, directors, managers, employees, partners, equityholders, members, agents, attorneys, representatives, successors or permitted assigns (collectively, the "Company Stockholder Parties") relating to the operation of the Company or its business or the ownership of the Company Shares, whether arising under, or based upon, any Law (including common law) or otherwise (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages or any other recourse or remedy, including as may arise under common law), are hereby irrevocably waived, and furthermore, without limiting the generality of this Section 9.15, from and after the Closing, no claim will be brought or maintained by, or on behalf of, Purchaser (including, after the Closing, the Surviving Corporation or any of its Subsidiaries) against the Company Stockholder Parties, and no recourse will be sought or granted against any of them, by virtue of, or based upon, any alleged misrepresentation or inaccuracy in, or breach of, any of the representations, warranties, covenants or agreements of the Company or any other Person set forth or contained in this Agreement or any Exhibit or Schedule hereto, or the business, the ownership, operation, management, use or control of the business of Company or any of its Subsidiaries, any of their assets, or any actions or omissions at, or prior to, the Closing; provided, however, that the foregoing shall not apply to any

claims specifically provided for under this Agreement, any Letter of Transmittal or any other document related to the transactions contemplated hereby or thereby to which any such Company Stockholder Party is a party. Purchaser, for itself and on behalf of its Affiliates, officers, directors, employees, partners, equityholders, members, agents, attorneys, representatives, their respective Non-Recourse Parties and successors or permitted assigns thereof (collectively, the "Purchaser Parties") (including, after the Closing, Surviving Corporation or any of its Subsidiaries), acknowledges and agrees that the Purchaser Parties may not avoid such limitation on liability by asserting or threatening any claim against any Person that is not a party hereto (or a successor to a party hereto) for breaches of the representations, warranties, covenants or agreements contained in this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, nothing in this Agreement shall limit or restrict any party's right or ability to make any claim, or recover any amounts against any party that has committed intentional fraud.

Section 9.16 DISCLAIMER.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (a) THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY EXPRESSLY SET FORTH IN ARTICLE IV HEREOF, ARE AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES TO PURCHASER AND MERGER SUB IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND (b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES REFERRED TO IN CLAUSE (a) ABOVE, NEITHER THE COMPANY, ITS SUBSIDIARIES NOR ANY NON-RECOURSE PARTY HAS MADE OR IS MAKING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE BUSINESS OR THE ASSETS OF THE COMPANY AND ITS SUBSIDIARIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV HEREOF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE BUSINESS OR THE ASSETS OF THE COMPANY AND ITS SUBSIDIARIES, ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER AND MERGER SUB REPRESENT, WARRANT, COVENANT AND AGREE, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE AFFILIATES, THAT IN DETERMINING TO ENTER INTO AND CONSUMMATE THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, THEY ARE NOT RELYING UPON ANY REPRESENTATION OR WARRANTY MADE OR PURPORTEDLY MADE BY OR ON BEHALF OF ANY PERSON, OTHER THAN THOSE EXPRESSLY MADE BY THE COMPANY AS SET FORTH IN ARTICLE IV HEREOF, AND THAT PURCHASER AND MERGER SUB SHALL ACQUIRE THE COMPANY AND ITS SUBSIDIARIES AND THEIR RESPECTIVE ASSETS WITHOUT ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS AND "WITH ALL FAULTS".

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (a) THE REPRESENTATIONS AND WARRANTIES OF PURCHASER AND MERGER SUB EXPRESSLY SET FORTH IN ARTICLE V HEREOF, ARE AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES TO THE COMPANY IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND (b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES REFERRED TO IN CLAUSE (a) ABOVE, NEITHER PURCHASER, MERGER SUB NOR ANY NON-RECOURSE PARTY HAS MADE OR IS MAKING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO PURCHASER OR MERGER SUB. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V HEREOF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO PURCHASER OR MERGER SUB, ARE HEREBY EXPRESSLY DISCLAIMED. THE COMPANY REPRESENTS, WARRANTS, COVENANTS AND AGREES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES, THAT IN DETERMINING TO ENTER INTO AND CONSUMMATE THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, IT IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY MADE OR PURPORTEDLY MADE BY OR ON BEHALF OF ANY PERSON, OTHER THAN THOSE EXPRESSLY MADE BY PURCHASER OR MERGER SUB AS SET FORTH IN ARTICLE V HEREOF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company, Purchaser, Merger Sub, GEI V and GEI Side V have executed and delivered the agreement, or caused this Agreement to be executed and delivered by their duly authorized representatives, as of the date first written above.

THE COMPANY:

IVY HOLDINGS INC.

By: _____
Name: Eric Samuels
Title: Corporate VP Finance & Treasurer

PURCHASER:

CHAMBER INC.

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

MERGER SUB:

CHAMBER MERGER SUB INC.

By: _____
Name: Samuel Lee
Title: Chief Executive Officer

GEI V:

GREEN EQUITY INVESTORS V, L.P.

By: GEI Capital V, LLC, its general partner

By: _____
Name: John Baumer
Title: Senior Vice President

GEI SIDE V:

GREEN EQUITY INVESTORS SIDE V, L.P.

By: GEI Capital V, LLC, its general partner

By: _____
Name: John Baumer
Title: Senior Vice President

DISCLOSURE SCHEDULES TO

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CHAMBER INC.,

CHAMBER MERGER SUB INC.,

IVY HOLDINGS INC.,

and

GREEN EQUITY INVESTORS V, L.P. and GREEN EQUITY INVESTORS SIDE V, L.P.
(SOLELY FOR PURPOSES OF SECTION 6.03(b))

Dated as of October 2, 2019

These are the Company Disclosure Schedules (the "Disclosure Schedules") referred to in the Agreement and Plan of Merger, dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), Ivy Holdings Inc., (the "Company") and solely for purposes of Section 6.03(b) thereto, Green Equity Investors V, L.P., a Delaware limited partnership, and Green Equity Investors Side V, L.P., a Delaware limited partnership (the "Merger Agreement"). Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Merger Agreement, unless the context of such use requires otherwise. Cross-references to schedules or attachments are to the indicated schedule or attachment in these Disclosure Schedules.

These Disclosure Schedules are arranged in sections corresponding to those contained in the Merger Agreement merely for convenience, and the disclosure of an item in one section of these Disclosure Schedules as an exception to any particular covenant, representation or warranty will be deemed adequately disclosed as an exception with respect to all other covenants, representations or warranties, notwithstanding the presence or absence of an appropriate section of these Disclosure Schedules with respect to such other covenants, representations or warranties or an appropriate cross-reference thereto. The mere inclusion of an item in these Disclosure Schedules as an exception to a representation or warranty will not be deemed an admission or acknowledgment, in and of itself and solely by virtue of the inclusion of such information in these Disclosure Schedules, that such information is required to be listed in these Disclosure Schedules or that such item (or any non-disclosed item or information of comparable or greater significance) represents a material exception or fact, event or circumstance, that such item has had, or is expected to result in, a material adverse effect, or that such item actually constitutes noncompliance with, or a violation of, any applicable Law, permit or contractual obligation or other topic to which such disclosure is applicable.

Any attachments to these Disclosure Schedules form an integral part of these Disclosure Schedules and are incorporated by reference for all purposes as if set forth fully herein.

Schedule 1.01

Permitted Liens

1. None.

Schedule 4.01(b)

Organization and Qualification

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
Ivy Holdings Inc.	Ivy Intermediate Holdings, Inc.	Delaware corporation	Ivy Holdings Inc.	100
Ivy Intermediate Holdings Inc.	Prospect Medical Holdings, Inc.	Delaware corporation	Ivy Intermediate Holdings Inc.	100
Prospect Medical Holdings, Inc.	Alta Hospitals System, LLC	California limited liability company	Prospect Medical Holdings, Inc.	100% membership interest
	Prospect Medical Systems, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	1,600
	Prospect Hospital Advisory Services, Inc. [DORMANT]	Delaware corporation	Prospect Medical Holdings, Inc.	1,000
	Prospect Hospital Holdings, LLC	Texas limited liability company	Prospect Medical Holdings, Inc.	100% membership interest
	Prospect CT, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	1,000
	Prospect NJ, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	100
	Prospect East Hospital Advisory Services, LLC	Delaware limited liability company	Prospect Medical Holdings, Inc.	100% membership interest
	Prospect East Holdings, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	100
	Prospect Penn, LLC	Pennsylvania limited liability company	Prospect Medical Holdings, Inc.	100% membership interest
	Prospect Provider Groups, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	100
	ProMed Health Care Administrators	California corporation	Prospect Medical Holdings, Inc.	1,000
	Coordinated Regional Care Group, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	100

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
	PHP Holdings, Inc.	Delaware corporation	Prospect Medical Holdings, Inc.	100
	Connecticut Healthcare Insurance Co.	Cayman Islands company	Prospect Medical Holdings, Inc.	50,000
	Prospect Home Health and Hospice, LLC	Delaware limited liability company	Prospect Medical Holdings, Inc.	100% membership interest
Alta Hospitals System, LLC	Southern California Healthcare System, Inc.	California corporation	Alta Hospitals System, LLC	2,000
	Alta Los Angeles Hospitals, Inc.	California corporation	Alta Hospitals System, LLC	2,000
	Alta Metro Hospital, Inc. [DORMANT]	California corporation	Alta Hospitals System, LLC	100
	Alta Newport Hospital, Inc.	California corporation	Alta Hospitals System, LLC	100
Prospect Hospital Holdings, LLC	Nix Hospitals System, LLC	Texas limited liability company	Prospect Hospital Holdings, LLC	100% membership interest
	Nix Community General Hospital, LLC [DORMANT]	Texas limited liability company	Prospect Hospital Holdings, LLC	100% membership interest
	Nix Services, LLC [DORMANT]	Texas limited liability company	Prospect Hospital Holdings, LLC	100% membership interest
	Nix SPE, LLC	Texas limited liability company	Prospect Hospital Holdings, LLC	100% membership interest
	Alamo Heights Surgicenter, LLC	Texas limited liability company	Prospect Hospital Holdings, LLC	100% membership interest
Nix Hospitals System, LLC	Nix Physicians, Inc.	Texas 162.001(b) nonprofit health organization	Nix Hospitals System, LLC	100% membership interest
Prospect Medical Group, Inc.	Prospect Health Source Medical Group, Inc.	California professional medical corporation	Prospect Medical Group, Inc.	50,000
	Prospect Professional Care Medical Group, Inc.	California professional medical corporation	Prospect Medical Group, Inc.	1,000

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
	Prospect NWOC Medical Group, Inc.	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	Genesis Healthcare of Southern California, Inc., A Medical Group	California professional medical corporation	Prospect Medical Group, Inc.	6,000
	StarCare Medical Group, Inc.	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	Pomona Valley Medical Group, Inc.	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	Upland Medical Group, A Professional Medical Corporation	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	APAC Medical Group, Inc. [DORMANT]	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	Santa Ana/Tustin Physicians Group, Inc. [DORMANT]	California professional medical corporation	Prospect Medical Group, Inc.	1,000
	Nuestra Familia Medical Group, Inc.	California professional medical corporation	Prospect Medical Holdings, Inc.	948.02
			Alfonso M. Baez, M.D.	105
			David Gilbert Aguilar, M.D.	109
			Richard Burt Aguilar, M.D.	109
			Dennis James Sanchez, M.D.	36.01
	AMVI/Prospect Medical Group	California joint venture partnership	Prospect Medical Group, Inc.	50% partnership interest
			AMVI Healthcare Network, Inc.	50% partnership interest
Prospect CT, Inc.	Prospect CT Medical Foundation, Inc.	Connecticut non-profit corporation	Prospect CT, Inc.	100% membership interest

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
	Prospect CT Management Services, Inc.	Connecticut corporation	Prospect CT, Inc.	1,000
	Prospect ECHN, Inc.	Connecticut corporation	Prospect CT, Inc.	1,000
	Prospect Waterbury, Inc.	Connecticut corporation	Prospect CT, Inc.	1,000
Prospect CT Medical Foundation, Inc.	Cardiology Associates of Greater Waterbury, LLC	Connecticut limited liability company	Prospect CT Medical Foundation, Inc.	100% membership interest
Prospect NJ, Inc.	Prospect EOGH, Inc.	New Jersey corporation	Prospect NJ, Inc.	100
	Prospect Saint Michael's, Inc. [DORMANT]	New Jersey corporation	Prospect NJ, Inc.	1,000
Prospect ECHN, Inc.	Prospect Manchester Hospital, Inc.	Connecticut corporation	Prospect ECHN, Inc.	1,000
	Prospect Rockville Hospital, Inc.	Connecticut corporation	Prospect ECHN, Inc.	1,000
	Prospect ECHN Eldercare Services, Inc.	Connecticut corporation	Prospect ECHN, Inc.	1,000
	Prospect Haynes Street Property Management, Inc. [DORMANT]	Connecticut corporation	Prospect ECHN, Inc.	1,000
Prospect Waterbury, Inc.	Imaging Partners, LLC	Connecticut limited liability company	Prospect Waterbury, Inc.	85% membership interest
	Access Rehab Centers, LLC	Connecticut limited liability company	Prospect Waterbury, Inc.	65% membership interest
	Greater Waterbury Imaging Center Limited Partnership	Connecticut limited partnership	Prospect Waterbury, Inc.	63.64% of partnership interest
Prospect EOGH, Inc.	Prospect EOGH Hospital Properties Urban Renewal, LLC	New Jersey limited liability company	Prospect EOGH, Inc.	100% membership interest
Prospect East Holdings, Inc.	Prospect CharterCARE, LLC	Rhode Island limited liability company	Prospect East Holdings, Inc.	85% membership interest
			CharterCARE Community Board	15% membership interest

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
Prospect CharterCARE, LLC	Prospect CharterCARE Physicians, LLC	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
	Prospect CharterCARE RWMC, LLC	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
	Prospect CharterCARE SJHSRI, LLC	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
	Prospect CharterCARE Elmhurst, LLC [DORMANT]	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
	Prospect CharterCARE Ancillary Services, LLC [DORMANT]	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
	Prospect Blackstone Valley Surgicare, LLC	Rhode Island limited liability company	Prospect CharterCARE, LLC	100% membership interest
Prospect CharterCARE RWMC, LLC	New University Medical Group, LLC	Rhode Island limited liability company	Prospect CharterCARE RWMC, LLC	100% membership interest
	Prospect RI Home Health and Hospice, LLC	Rhode Island limited liability company	Prospect CharterCARE RWMC, LLC	100% membership interest
Prospect RI Home Health and Hospice, LLC	Prospect CharterCARE Home Health and Hospice, LLC	Rhode Island limited liability company	Prospect RI Home Health and Hospice, LLC	100% membership interest
Prospect Penn, LLC	Prospect Crozer, LLC	Pennsylvania limited liability company	Prospect Penn, LLC	100% membership interest
	Prospect Medical Holdings Risk Retention Group, Inc. IC	Vermont corporation	Prospect Penn, LLC	5000 shares of Class A common stock
			Prospect Crozer, LLC	100 shares of Class B common stock
			Prospect CCMC, LLC	100 shares of Class B common stock
			Prospect DCMH, LLC	100 shares of Class B common stock
Prospect Crozer, LLC	Prospect CCMC, LLC	Pennsylvania limited liability company	Prospect Crozer, LLC	100% membership interest
	Prospect DCMH, LLC	Pennsylvania limited liability company	Prospect Crozer, LLC	100% membership interest

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
	Prospect Crozer Urgent Care, LLC	Pennsylvania limited liability company	Prospect Crozer, LLC	100% membership interest
	Prospect Health Access Network, Inc.	Pennsylvania non-profit corporation	Prospect Crozer, LLC	1,000
	Prospect Penn Health Club, LLC	Pennsylvania limited liability company	Prospect Crozer, LLC	100% membership interest
Prospect Provider Groups, Inc.	Prospect Provider Group RI, LLC	Delaware limited liability company	Prospect Provider Groups, Inc.	100% membership interest
	Prospect Provider Group NJ, LLC	Delaware limited liability company	Prospect Provider Groups, Inc.	100% membership interest
	Prospect Provider Group CT, LLC	Delaware limited liability company	Prospect Provider Groups, Inc.	100% membership interest
	Prospect Provider Group TX, Inc.	Texas 162.001(b) non-profit health organization	Prospect Provider Groups, Inc.	100% membership interest
	Prospect Provider Group PA, LLC	Delaware limited liability company	Prospect Provider Groups, Inc.	100% membership interest
Prospect Medical Systems, Inc.	New Genesis Medical Associates, Inc.	California professional medical corporation	Mitchell W. Lew, M.D.	100
	Prospect Medical Group, Inc.	California professional medical corporation	Mitchell W. Lew, M.D.	4,000
New Genesis Medical Associates, Inc.	Primary and Multi-Specialty Clinics of Anaheim, Inc.	California professional medical corporation	New Genesis Medical Associates, Inc.	875,000
	Prospect Behavioral Health CA, Inc. [DORMANT]	California professional medical corporation	New Genesis Medical Associates, Inc.	100
Coordinated Regional Care Group, Inc.	PHS Holdings, Inc.	Delaware corporation	Coordinated Regional Care Group, Inc.	100
	Prospect Integrated Behavioral Health, Inc.	Delaware corporation	Coordinated Regional Care Group, Inc.	100

Parent	Subsidiary	Type of Organization	Owner	Amount of Shares or Interests Owned
	Prospect ACO Holdings, LLC	Delaware limited liability company	Coordinated Regional Care Group, Inc.	100% membership interest
PHS Holdings, Inc.	Prospect Health Services TX, Inc.	Texas 162.001(b) non-profit health organization	PHS Holdings, Inc.	100% membership interest
	Prospect Health Services RI, Inc.	Delaware corporation	PHS Holdings, Inc.	100
	Prospect Health Services PA, Inc.	Delaware corporation	PHS Holdings, Inc.	100
	Prospect Health Services CT, Inc.	Delaware corporation	PHS Holdings, Inc.	100
Prospect ACO Holdings, LLC	Prospect ACO CA, LLC [DORMANT]	Delaware limited liability company	Prospect ACO Holdings, LLC	100% membership interest
	Prospect ACO Northeast, LLC	Delaware limited liability company	Prospect ACO Holdings, LLC	100% membership interest
PHP Holdings, Inc.	Prospect Health Plan, Inc.	Delaware corporation	PHP Holdings, Inc.	100
	Prospect Health Services NJ, Inc.	Delaware corporation	PHP Holdings, Inc.	100
Prospect Home Health and Hospice, LLC	Prospect Nix Home Health and Hospice, LLC	Texas limited liability company	Prospect Home Health and Hospice, LLC	100% membership interest
	Prospect Crozer Home Health and Hospice, LLC	Pennsylvania limited liability company	Prospect Home Health and Hospice, LLC	100% membership interest
	Prospect Waterbury Home Health, Inc.	Connecticut corporation	Prospect Home Health and Hospice, LLC	1,000
	Prospect ECHN Home Health, Inc.	Connecticut corporation	Prospect Home Health and Hospice, LLC	1,000
Prospect ECHN Home Health, Inc.	Prospect Caring Hand, Inc.	Connecticut corporation	Prospect ECHN Home Health, Inc.	1,000

Schedule 4.04(a)

Consent and Approvals/No Violation

1. Schedule 6.03(a) is herein incorporated by reference.

Schedule 4.05

Brokers

1. The Company or any of its Subsidiaries shall enter into engagement letters with each of Barclays, Morgan Stanley and Citigroup (the "Investment Banks") on or before December 31, 2019. Each engagement letter shall provide for a minimum fee of $1,500,000 in cash to each such Investment Bank with each such fee payable to each such Investment Bank on or before the sixth (6th) month anniversary of the Closing Date for services to be mutually agreed.

Schedule 6.01

Conduct of Business

1. None.

Schedule 6.03(a)*[1]

Consents

	Requirement	Timing
1	***New Jersey***	
1.1	**New Jersey Department of Health**	
1.1.1	Acute Care License-Certificate of Need	Written notice prior to closing the merger (no timeframe indicated)
1.1.2	Hospital License	Written notice prior to closing the merger (no timeframe indicated)
1.1.3	Lab Licensure (Clinical Laboratory Improvement Services)	14 days after change of ownership*
1.1.4	Ambulatory Care Facility License	30 days prior notice
1.1.5	New Jersey Blood Bank License	30 days prior notice
1.2	New Jersey Division of Consumer Affairs-Board of Pharmacy	30 days after change of ownership*
1.3	New Jersey Department of Banking and Insurance	60 prior written notice
1.4	New Jersey Medicaid	No clear guidance but local counsel suggests notice 90 days prior to change of ownership
1.5	**CMS**	
1.5.1	855 Application	30 days after change of ownership*
1.5.2	CLIA	30 days after change of ownership*
2	***Connecticut***	
2.1	**Connecticut Department of Public Health**	
2.1.1	Office of Health Strategy CON Determination Letter—if	Approximately 4 weeks prior to change of ownership

[1] Consents and notices denoted with an asterisk (*) are to be obtained and/or filed post-Closing and shall not be a condition to any party's obligation to consummate the transactions under Section 7.01(c) of the Merger Agreement.

	Requirement	Timing
	determined that a CON is required it will take 12 months or longer	
2.1.2	Acute Care License	90 days prior to a change of ownership (recommended 120 days by local counsel)
2.1.3	Pharmacy and Controlled Substance	15 days prior to a change of ownership
2.2	**CMS**	
2.2.1	855 Application	30 days after change of ownership*
2.2.2	CLIA	30 days after change of ownership*
3	***Pennsylvania***	
3.1	**State of Pennsylvania-NONE**	
3.2	**CMS**	
3.2.1	855 Application	30 days after change of ownership*
3.2.2	CLIA	30 days after change of ownership*
4	***Rhode Island***	
4.1	Change in Effective Control—State of Rhode Island	90 days prior to change of ownership once the application has been reviewed and deemed complete. Application published for a 30 day public comment period and hearing thereafter.
4.2	Department of Health-Lab Division	10 days after change of ownership*
4.3	Radiation Control Agency	Notice pre-closure (no timing indicated just once the agreement is signed)
4.4	Board of Pharmacy	14 days prior to a change in ownership
4.5	**CMS**	
4.5.1	855 Application	30 days after change of ownership*
5	***California***	

	Requirement	Timing
5.1	**State of California**	
5.1.1	California Department of Public Health	10 days after change of ownership*
5.1.2	California Board of Pharmacy (pharmacy license, sterile compounding license and drug room permit)	30 days prior to change of ownership (local counsel recommends 90-120 days)
5.1.3	California Sterile Compounding Licensure	30 days prior to change of ownership (local counsel recommends 90-120 days)
5.	**CMS**	
5. .1	855 Application	30 days after change of ownership*
5. .2	CLIA	30 days after change of ownership*

Schedule 6.07

Termination of Affiliate Arrangements

1. None.

Exhibit A

Letter of Transmittal

[Attached]

LETTER OF TRANSMITTAL

This Letter of Transmittal is being sent to you in connection with the merger (the "Merger") of Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), with and into Ivy Holdings Inc., a Delaware corporation (the "Company").

You have received this Letter of Transmittal because the Company's records indicate that you own Common Stock of the Company (such shares, the "Subject Shares"). In order to receive payment for your Subject Shares, you must (a) complete and sign this Letter of Transmittal ("Letter of Transmittal") in the space provided below, (b) to the extent your Subject Shares are evidenced by certificates ("Certificates"), surrender the Certificate(s) and (c) mail or deliver the completed and executed Letter of Transmittal, Certificate(s) and other required materials to the Company. If you have lost your Certificate(s), you must complete and sign the Affidavit of Lost Stock Certificate attached hereto ("Lost Stock Affidavit") and return the Lost Stock Affidavit to the Company.

Please be advised that pursuant to the provisions of the Ivy Holdings Inc. Stockholders Agreement, dated as of December 15, 2010 (as amended from time to time, the "Stockholders Agreement"), to which you are a party, the stockholders of the Company have contractually agreed to certain obligations in connection with a Drag-Along Sale (as defined in the Stockholders Agreement). The transactions contemplated by the Merger Agreement constitute a Drag-Along Sale and, as such, you must reasonably cooperate in good faith with the Company in connection with the Merger Agreement and you must execute and deliver such instruments of conveyance and transfer as may reasonably be requested to consummate the Merger, including, in this case, signing and returning this Letter of Transmittal and other required materials.

Please read the accompanying instructions carefully. You must complete, sign and promptly return: (1) this Letter of Transmittal together with any Certificate(s) or Lost Stock Affidavit(s) (if applicable), (2) an Internal Revenue Service ("IRS") Form W-9, Form W-8BEN or other applicable Form W-8, as appropriate and (3) a FIRPTA Certificate in the form attached hereto, and/or other required materials to the following address by [__]:

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

Questions and requests for assistance may be directed to Cindra Syverson at 310-943-4500 or cindra.syverson@prospectmedical.com.

This letter of transmittal (this "Letter of Transmittal") relates to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation (the "Purchaser"), Merger Sub, the Company and Green Equity Investors V, L.P., a Delaware limited partnership ("GEI V"), and Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side V" and collectively with GEI V, "GEI") solely for the purposes of Section 6.03(b) thereto, a copy of which (excluding the exhibits attached thereto) is included among the material distributed to you in connection with this Letter of Transmittal. Capitalized terms used that are not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

The undersigned, the registered holder(s) of Common Stock of the Company as of the date hereof, or the authorized transferee or assignee of such holder(s), hereby irrevocably surrenders all of its Subject Shares in exchange for the right to receive cash in the amount payable to the undersigned pursuant to and in accordance with the terms and conditions set forth in the Merger Agreement (the "Stockholder Payment Amount") upon the Effective Time. To the extent the Subject Shares are evidenced by Certificate(s), the undersigned is delivering herewith the Certificates(s) that represent such Subject Shares he, she or it owns or, in lieu of that, a Lost Stock Affidavit in accordance with the Merger Agreement. The undersigned further agrees not to Transfer (as such term is defined in the Stockholders Agreement) any Common Stock prior to the Effective Time without the Company's prior written consent, and acknowledges and agrees that in the event that the undersigned Transfers any Common Stock in violation of this Letter of Transmittal, then payment of the Stockholder Payment Amount shall not be made to the undersigned in accordance with this Letter of Transmittal. In any event the Purchaser, Merger Sub and the Surviving Corporation shall be entitled in all cases to effect payment of the Stockholder Payment Amount to the record holder of the applicable Subject Shares and shall have no liability or obligation with respect to any such payment, and no such party shall have any obligation to effect payment to any other person.

Acknowledgments and Agreements of the Undersigned With Respect to the Merger.

The undersigned acknowledges and agrees that, as of the Effective Time, each outstanding Subject Share held by the undersigned shall be converted automatically into the right to receive the Stockholder Payment Amount. The undersigned hereby acknowledges that the undersigned has received a copy of the Merger Agreement. The undersigned has carefully reviewed this Letter of Transmittal, the Merger Agreement, and has been given the opportunity to consult with independent legal counsel and the undersigned's tax, financial and business advisors regarding the rights and obligations under this Letter of Transmittal and the Merger Agreement, fully understands the terms and conditions contained in this Letter of Transmittal and the Merger Agreement, intends for the terms of this Letter of Transmittal to be binding on and enforceable against the undersigned, and has entered into this Letter of Transmittal voluntarily. The undersigned hereby acknowledges and agrees that the undersigned has not been advised by or directed by the Purchaser, Merger Sub, the Company, GEI or their respective legal counsel or other advisors or representatives in respect of the Merger Agreement or this Letter of Transmittal and that the undersigned has not relied on any such parties in connection with the Merger Agreement, this Letter of Transmittal or the transactions contemplated thereby or hereby. The undersigned has had the opportunity to ask questions and receive answers concerning the terms and conditions of this Letter of Transmittal and the Merger Agreement, and has had full access to such other information or documents concerning the Company and the transactions referenced in this Letter of Transmittal as requested. The undersigned understands that the consummation of the Merger is subject to various conditions described in the Merger Agreement, and there can be no assurance that the Merger will occur. In addition, the undersigned agrees and acknowledges that at the Effective Time the undersigned shall be bound by the terms of the Merger Agreement as may be modified or amended from time to time (and the Merger Agreement will be enforceable against the undersigned) and hereby agrees to be bound by any amendment, extension, waiver or modification to the Merger Agreement.

The undersigned acknowledges and agrees that the Merger constitutes a "Drag-Along Sale" as such term is defined in the Stockholders Agreement. Pursuant to the Stockholders Agreement, the undersigned agreed to consent to and raise no objection against the Merger and to waive any dissenter's rights, appraisal rights, or similar rights in connection with the Merger. Accordingly, the undersigned consents to, approves and raises no objection against, and agrees that he, she or it has no rights to dissent or seek appraisal with respect to, the Merger.

The undersigned hereby (i) waives any notice requirements set forth in the Stockholders Agreement relating to the consummation of the Merger; (ii) waives any appraisal rights, dissenter's rights or similar rights which the undersigned might otherwise have under applicable law in connection with the transactions contemplated by the Merger Agreement; and (iii) agrees that, other than the undersigned's right to receive the respective consideration payable to the undersigned with regard thereto under the Merger Agreement for his, her or its Stockholder Payment Amount in exchange of his, her or its Subject Shares, the undersigned shall have no further rights arising out of any his, her or its Subject Shares and at the Effective Time such Subject Shares shall be automatically cancelled and of no further force or effect without any further action required on the part of the undersigned.

The undersigned understands that the payment, if any, for any Subject Shares will be made as promptly as practicable after such surrender is made in acceptable form, but that in no event will the undersigned receive any interest on any payments to be made in respect to the Subject Shares. The undersigned also understands that delivery of the executed Letter of Transmittal and Certificate(s) (or Lost Stock Affidavit in lieu thereof) shall be effected in accordance with this Letter of Transmittal and its instructions, and risk of loss and title to such documents shall pass only upon delivery of such Letter of Transmittal, Certificate(s) (or Lost Stock Affidavit in lieu thereof) and other required materials in accordance with the procedures in this Letter of Transmittal and its instructions. The undersigned agrees to provide any tax reporting information as may be reasonably requested by the Purchaser, the Company or the Surviving Corporation.

Representations and Warranties

The undersigned hereby represents and warrants that: (a) the Subject Shares set forth opposite the name of the undersigned in the "Description of Shares Surrendered" section of this Letter of Transmittal are owned of record and beneficially by the undersigned, free and clear of any Liens other than Liens arising under the Stockholders Agreement and Liens arising under securities Laws, and the undersigned has sole voting power (if applicable) and sole dispositive power with respect to such Subject Shares; (b) the Subject Shares set forth opposite the name of the undersigned in the "Description of Shares Surrendered" section of this Letter of Transmittal constitute the only Company Shares owned by the undersigned and the undersigned has no right, title, interest to, or claim with respect to, any other Company Shares, (c) if the undersigned is not a natural person, the undersigned is duly incorporated, organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (d) the undersigned has the requisite power and authority, and if applicable legal capacity, to enter into, execute and deliver this Letter of Transmittal and perform the undersigned's obligations hereunder and, to the extent the Subject Shares are evidenced by Certificates, deliver the Certificate(s) (or Lost Stock Affidavit in lieu thereof); (e) the execution and delivery of this Letter of Transmittal, including the transfer and delivery of the Subject Shares represented thereby by the undersigned, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the undersigned; (f) this Letter of Transmittal, when duly executed and delivered by the undersigned, will constitute a valid and binding obligation of and enforceable against the undersigned in accordance with its terms; (g) neither the execution, delivery nor performance of this Letter of Transmittal, nor the consummation by the undersigned of the transactions contemplated hereby, will (A) violate or constitute a breach of any provision of the undersigned's organizational documents, if applicable, (B) require on the part of the undersigned any notice

to or filing with, or any permit, authorization, consent or approval of, any person, corporation, partnership, Governmental Authority or other organizational entity or (C) violate any Law or Order in effect as of the Closing Date applicable to the undersigned; (h) there is no Action pending or, to the knowledge of the undersigned, threatened against the undersigned which questions the validity of this Letter of Transmittal or the right of the undersigned to enter into such Letter of Transmittal; and (i) the undersigned has not used or retained any broker or finder in connection with any transactions contemplated hereby nor is any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by the Merger Agreement based upon any agreements or other arrangements made by or on behalf of the undersigned for which the Company or its Affiliates would be responsible.

Release

The undersigned acknowledges and agrees that, upon consummation of the transactions contemplated by the Merger Agreement and receipt by the undersigned of the Stockholder Payment Amount, the undersigned, on behalf of himself, herself or itself and each of his, her or its respective family members, heirs, trustees, beneficiaries or persons controlling, controlled by, or under common control with the undersigned, and all persons or entities that might claim by, through or under the undersigned, including the representatives, agents, assigns or assignees of the undersigned (the "Releasing Parties"), hereby forever and unconditionally waives, releases and forever discharges the Company, Purchaser, Merger Sub, GEI and the Surviving Corporation, and each of their respective past, present and future investors, equityholders, officers, directors, employees, agents, attorneys, advisors, representatives and Affiliates (the "Releasees"), from any and all past, present and future loss, liability, obligations, claims, actions, causes of actions, charges, rights to any equitable remedy or subordination, claims, obligations, demands, damages, costs, expenses (including reasonable attorneys' and other professional fees and expenses), judgments of every kind and other relief ("Claims"), against the respective Releasees relating to the undersigned's ownership of Subject Shares or in connection with the transactions contemplated by the Merger Agreement, whether in law, equity or otherwise, known or unknown, vested or contingent, direct or indirect, suspected or unsuspected, accrued or unaccrued, including, without limitation, Claims for breach of fiduciary duty and breach of contract or Claims that the undersigned is owed consideration in excess of or in a different form than the Stockholder Payment Amount; provided, however, that nothing in this Letter of Transmittal shall be construed to release, waive, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer, director, member or manager of any of the Company or any Company Subsidiary with respect to any claims or rights to indemnification under such entity's certificate of incorporation or by-laws (or equivalent organizational documents), each as amended to date, under applicable law or any director and officer insurance policy of the Company or any Company Subsidiary, (B) as an employee of the Company or any Company Subsidiary, (C) to the extent related to such Releasing Party's rights as a counterparty to any contract (other than pursuant to which such Released Party received or was issued Subject Shares), (D) pursuant to any payment obligations of the Company, Purchaser, Merger Sub and the Surviving Corporation under this Letter of Transmittal, the Merger Agreement and any other agreement entered into in connection with any of the foregoing, or (E) for benefits afforded to the undersigned under any insured group medical, disability or life plans or any other employee benefit plan of the Company or any Company Subsidiary. The undersigned agrees not to institute any litigation, lawsuit, claim or action against any Releasee with respect to any and all claims released in this Letter of Transmittal. The undersigned hereby represents and warrants that it has access to adequate information regarding the terms, scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Releasees in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

To the extent applicable, the undersigned waives the benefits of Section 1542 of the California Civil Code which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Payment

The undersigned will, upon request, execute and deliver any additional documents reasonably deemed appropriate or necessary by the Company or Purchaser in connection with the surrender of the Subject Shares. By execution hereof, the undersigned agrees that the undersigned is bound by those portions of the Merger Agreement applicable to an Eligible Holder. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

The undersigned understands that payment, if any, in exchange for surrender of the Subject Shares will not be made until receipt by Purchaser and the Company of (i) this Letter of Transmittal, or a reproduction hereof, duly completed and signed, together with all accompanying evidences of authority in form reasonably satisfactory to Purchaser and the Company, (ii) the Certificate(s) or a Lost Stock Affidavit in lieu thereof and (iii) any other required materials. All questions as to validity, form and eligibility of surrender of Subject Shares hereunder will be determined by Purchaser in its reasonable discretion.

The payment will be made by check. Please carefully review the Instructions to the Letter of Transmittal (the "Instructions") below for more information about how to complete this Letter of Transmittal.

This Letter of Transmittal will be binding upon and inure to the benefit of the undersigned, Purchaser, Merger Sub, the Company, the Surviving Corporation, GEI and their respective Affiliates, heirs, legal representatives, successors and permitted assigns.

The representations, warranties, covenants and agreements of the undersigned contained in this Letter of Transmittal shall survive the Closing Date.

*****

LETTER OF TRANSMITTAL

To: Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE COMPLETION.

DESCRIPTION OF SHARES SURRENDERED		
Name(s) and Address(es) of Registered Holder(s) exactly as name(s) appear(s) in the records of Ivy Holdings Inc. (the "Company")	Type of Shares being Surrendered	
	Common Stock	Certificate(s) Representing Shares Surrendered

ALL STOCKHOLDERS MUST SIGN HERE:

Signature:_____
(Must be signed by the registered holder(s) exactly as name(s) appear(s) in the records of the Company, or by person(s) authorized to become registered holder(s) by any documents transmitted herewith. If signature by a nominee, attorney-in-fact, trustee, executor, administrator, guardian, officer of a corporation, or other person acting in a fiduciary or representative capacity, please provide the following information.)

Date:_____

Name(s):_____
(Please Print or Type)

Capacity (Full Title):_____

Address:_____

Area Code and Telephone Number:_____

E-mail Address:_____

Tax Identification/Social Security Number:_____

INSTRUCTIONS
TO THE
LETTER OF TRANSMITTAL

1 General.

You should forward directly to the addressee set forth in this Letter of Transmittal (a) this Letter of Transmittal, (b) the Certificate(s) or a Lost Stock Affidavit in lieu thereof, (c) the Form W-9 (or Form W-8, if applicable), (d) a FIRPTA Certificate and (e) any other items required to be delivered under these Instructions.

This Letter of Transmittal must be properly completed, dated, validly executed, and delivered to the Company accompanied by the Certificate(s) or a Lost Stock Affidavit in lieu thereof and the completed and signed Form W-9 (or Form W-8, if applicable). Payment will be distributed to the persons entitled thereto as promptly as practicable after receipt of all of such documentation.

2 Execution of this Letter of Transmittal.

This Letter of Transmittal must be signed by the record holder of the Subject Shares. In case of joint tenants, both must sign. When signing as agent, attorney, administrator, executor, guardian, trustee or in any other fiduciary or representative capacity, or as an officer of a corporation on behalf of the corporation, please give full title as such.

If you live in a community property State (e.g., the States of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin), your spouse will also need to provide his/her signature above.

3. [Intentionally omitted.]

4. [Intentionally omitted.]

5. [Intentionally omitted.]

6. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) of the Subject Shares tendered hereby, the signature must correspond exactly with the name(s) as written on the records of the Company, without alteration, addition, enlargement or any change whatsoever. If any of the Subject Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Subject Shares registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Subject Shares.

When this Letter of Transmittal is signed by the registered holder(s) of Subject Shares listed and tendered hereby, no separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Subject Shares listed, such Subject Shares must be endorsed or accompanied by separate written instruments of transfer or exchange in form reasonably satisfactory to Purchaser and duly executed by the registered holder, signed exactly as the name or names of the registered holder(s) appear(s) in the Company's records. If this Letter

of Transmittal or any separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing.

7. Supporting Evidence.

If this Letter of Transmittal, or an instrument of transfer is executed by a person (other than the registered owner) as an agent, attorney, administrator, executor, guardian, trustee or in any other fiduciary or representative capacity, or by an officer of a corporation on behalf of the corporation, documentary evidence of appointment and authority to act in such capacity (including court orders where necessary) may be required to be submitted with this Letter of Transmittal and any instrument of transfer as evidence of the authority of the person making such execution to assign, sell or transfer shares at the reasonable request of the Purchaser.

8. Transfer Taxes.

Except as set forth in this Instruction 8, no transfer tax stamps or funds to cover such stamps, if applicable, need accompany this Letter of Transmittal. If delivery of the check is to be made to any person other than the registered holder of the Subject Shares, or if Subject Shares are registered in the name of any person other than the person signing the Letter of Transmittal, satisfactory evidence of the payment of any interest transfer taxes (for which the registered holder shall solely be responsible) or exemption therefrom (whether imposed on the registered holder or such other person) payable on account of the transfer to such person must be received prior to the delivery of any payment.

9. Request for Assistance.

Questions and requests for assistance or for additional copies of this Letter of Transmittal should be directed to the Company at the address or the telephone number provided in this Letter of Transmittal.

10. United States Backup Federal Income Tax Withholding.

Under U.S. federal income tax laws, the Company may be required to withhold a portion of the Stockholder Payment Amount and any other payments made to certain Stockholders pursuant to the Merger Agreement. To avoid such backup withholding, a Stockholder that is a "U.S. person" for U.S. federal income tax purposes is required to provide the Company with such Stockholder's correct taxpayer identification number ("TIN") and certify that it is not subject to backup withholding by completing IRS Form W-9. If the Company is not provided with the correct TIN or an adequate basis for an exemption, a penalty may be imposed by the IRS, and the Stockholder Payment Amount and other payments made pursuant to the Merger Agreement may be subject to backup withholding at the current rate of 24%. In addition, the Stockholder must date and sign as indicated. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of criminal and/or civil fines and penalties.

Certain Stockholders (including, among others, certain corporations and foreign persons) are exempt from these backup withholding requirements. Exempt U.S. persons should indicate their exempt status on Form W-9. A foreign person, including a foreign entity, may qualify as an exempt recipient by submitting a properly completed Form W-8BEN, W-8BEN-E (in the case of a foreign entity) or other applicable Form W-8, signed under penalties of perjury and attesting to that Stockholder's foreign status.

Form W-9 or the applicable Form W-8 may be obtained at the IRS website at www.irs.gov. Stockholders should consult the instructions to these forms for information regarding which form to return and how to properly complete such form.

If backup withholding applies, the Company is required to withhold 24% of the entire Stockholder Payment Amount or any other payment made pursuant to the Merger Agreement to the Stockholder. Such payments generally will be subject to information reporting, even if an exemption from backup withholding is established. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided that the requisite information is properly provided in a timely manner.

11. FIRPTA Certificate

Section 1445 of the United States Internal Revenue Code of 1986, as amended ("Code") provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. A Stockholder who is a foreign person, or who does not timely and accurately complete a FIRPTA certificate (as defined below) may be subject to such withholding pursuant to Section 1445 of the Code at the applicable rate on the entire Stockholder Payment Amount or any other payment made pursuant to the Merger Agreement to the Stockholder. To avoid such withholding, a Stockholder who is not a foreign person should timely and accurately complete and deliver a Section 1445 Certificate of Non-foreign Status (a "FIRPTA Certificate"), as attached hereto, to the Company.

YOU ARE HEREBY NOTIFIED THAT YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

IF YOU HAVE QUESTIONS OR NEED MORE INFORMATION. PLEASE CONTACT:

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

AFFIDAVIT OF LOST STOCK CERTIFICATE

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, says that he or she is authorized to make this affidavit for and on behalf of _____ (collectively, the "**Stockholder**").

1. The Stockholder is the legal and beneficial owner of _____ shares of Ivy Holdings Inc. (the "**Lost Shares**") issued by Ivy Holdings Inc., a Delaware corporation (the "**Issuer**"), represented by certificate number(s)_____ (collectively, the "**Certificate**"). Terms not expressly defined herein shall have the same meaning assigned to them as in the Letter of Transmittal executed and delivered on or around the date hereof by the Stockholder to the Issuer.

2. The Certificate has been lost, stolen or destroyed.

3. The Stockholder has made or caused to be made a diligent search for the Certificate and has been unable to find or recover it, neither the Certificate nor any interest therein has been sold, assigned, pledge, or disposed of in any manner by or on behalf of the Stockholder, neither the Stockholder nor anyone on its behalf has signed any power of attorney, or other assignment or authorization respecting the Certificate which is now outstanding and in force, and no person, firm or corporation other than the Stockholder has any title or interest in the Certificate.

4. The Certificate was registered in the name of the Stockholder.

5. This Affidavit is made to induce payment of a portion of the Stockholder Payment Amount attributable to the Lost Shares to the Stockholder pursuant to the terms of the Agreement and Plan of Merger, dated as of October 2, 2019, by and among Chamber Inc., Chamber Merger Sub Inc., the Issuer and Green Equity Investors V, L.P. and Green Equity Investors Side V, L.P., solely for the purposes of Section 6.03(b) thereto.

6. In consideration of receiving the portion of the Stockholder Payment Amount attributable to the Lost Shares, the Stockholder, for himself, herself or itself and his or her heirs and legal representatives and his, her or its assigns and successors in interest, does hereby agree to indemnify and save harmless the Issuer and its respective affiliates and each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing from any and all claims and demands of every kind and nature, actions, causes of action, suits and controversies whether groundless or otherwise, and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities whatsoever which the Issuer may sustain or incur by reason of any claim which may be made in respect of the Certificate or the payment of the portion of the Stockholder Payment Amount attributable to the Lost Shares without receipt of the Certificate.

Print Name:_____

Title:_____
(on behalf of Stockholder)

STATE OF _____)

COUNTY OF_____)

The above document was acknowledged before me this ____ day of _____, 2019, by _____, an individual.

_____
Notary Public

CERTIFICATION OF NON-FOREIGN STATUS
PURSUANT TO TREASURY REGULATION SECTION 1.1445-2(b)

Pursuant to the Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("**Purchaser**"), Chamber Merger Sub Inc., a Delaware corporation ("**Merger Sub**"), Ivy Holdings Inc., a Delaware corporation (the "**Company**") and solely for the purposes of Section 6.03(b), Green Equity Investors V, L.P., a Delaware limited partnership ("**GEI V**") and Green Equity Investors Side V, L.P., a Delaware limited partnership ("**GEI Side V**" and collectively with GEI V, "**GEI**"), Merger Sub will be merged with and into the Company (the "**Merger**"). Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Company that withholding of tax is not required upon the disposition of my U.S. real property interest by the Stockholder, the undersigned hereby certifies the following, or if the Stockholder is an entity for U.S. tax purposes, the undersigned hereby certifies the following on behalf of the Stockholder:

1. The Stockholder's United States taxpayer identification number (social security number in the case of an individual or employer identification number in the case of a Stockholder that is an entity for U.S. federal income tax purposes) is _____;

2. The Stockholder is not a "nonresident alien individual," "foreign person," "foreign corporation," "foreign partnership," "foreign trust," or "foreign estate" (as such terms are defined in the Code and Treasury Regulations promulgated thereunder);

3. The Stockholder's home address (in the case of an individual)/office address (in the case of an entity) is:
_____.

4. If the Stockholder is an entity for U.S. federal income tax purposes, the Stockholder is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

The Stockholder understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and if the Stockholder is an entity for U.S. federal income tax purposes, I further declare that I have the authority to sign this document on behalf of the Stockholder.

Dated as of _____

Signature _____

Exhibit B

Escrow Holdback Agreement

[Attached]

ESCROW HOLDBACK AGREEMENT

THIS ESCROW HOLDBACK AGREEMENT (this "Agreement") is entered into as of this August 23, 2019, by and among Prospect Medical Holdings, Inc., a Delaware corporation ("Seller Representative"), MPT of Springfield PMH, LLC, a Delaware limited liability company ("Purchaser Representative", together with Seller Representative "the parties") and First American Title Insurance Company, having its office at 6 Concourse Parkway, Suite 2000, Atlanta, GA 30328 Attention: Deborah Goodman ("Escrow Agent").

RECITALS

WHEREAS, the Seller Representative and certain of its affiliates and the Purchaser Representative and certain of its affiliates are parties to that certain Real Property Asset Purchase Agreement, dated as of July 10, 2019 (as amended from time to time, the "Purchase Agreement");

WHEREAS, pursuant to Section 5.8 of the Purchase Agreement, at Closing the Seller Representative and certain of its affiliates are required to deposit in escrow Seventy Million and No/100 Dollars ($70,000,000.00) (the "Pension Plan Funds") to fund accumulated benefit obligations under the *Crozer-Keystone Health System Employees' Retirement Plan* (as further described in the Purchase Agreement, the "Pension Plan"), using the proceeds of the Sales, Mortgage Loan and TRS Loan; and

WHEREAS, Purchaser Representative and Seller Representative hereby instruct the Escrow Agent to deposit in escrow an amount equal to the Pension Plan Funds from the aggregate amount of the Purchase Price, Mortgage Loan and TRS Loan payable to the Seller Representative and certain of its affiliates at Closing and disburse the Pension Plan Funds in accordance with the terms of this Agreement.

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

PROVISIONS

1. **Defined Terms and Incorporation by Reference.** All capitalized terms used in this Agreement without definition shall have the meaning ascribed thereto in the Purchase Agreement.

2. **Deposit of Funds.** The Escrow Agent, the Purchaser Representative and the Seller Representative acknowledge that the Escrow Agent shall hold and disburse the Pension Plan Funds in accordance with this Agreement. All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit the Pension Plan Funds in its custodial or escrow accounts which may result in such funds being commingled with escrow funds of others for a time; however, within two (2) Business Days following the Closing, Escrow Agent shall promptly deposit the Pension Plan Funds into a segregated interest-bearing account with City National Bank (the "Escrow Account") and shall provide written notice to Seller Representative and Purchaser Representative of such deposit into

the Escrow Account within one (1) Business Day after such deposit. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that all interest accruing on the Pension Plan Funds shall solely belong to the Seller Representative. The parties are aware of the Federal Deposit Insurance Corporation coverages. Further, the parties understand that Escrow Agent assumes no responsibility for, nor will the parties hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.

3. **Disbursement of Funds.**

(a) If at any time on or prior to January 15, 2020 (the "Pension Plan Payment Date"), the Escrow Agent receives a written notice from Seller Representative (a "Seller Notice") instructing the Escrow Agent to disburse the Pension Plan Funds, in whole or in part, to the Pension Plan, then the Escrow Agent shall disburse the Pension Plan Funds (or such portion of the Pension Plan Funds as set forth in the Seller Notice) to the account designated on Exhibit A attached hereto (the "Pension Plan Account"). The Seller Notice may include a beneficiary reference identification which Escrow Agent shall include in such disbursement of the Pension Plan Funds. Any disbursement of the Pension Plan Funds other than to the Pension Plan Account shall require a joint written notice to the Escrow Agent signed by Seller Representative and Purchaser Representative (a "Joint Notice").

(b) If the Pension Plan Funds have not been fully disbursed by Escrow Agent from the Escrow Account pursuant to this Agreement on or before December 16, 2019, Seller Representative may send a written notice to Escrow Agent requesting confirmation of the amount remaining in the Escrow Account, to which request Escrow Agent shall promptly respond within two (2) Business Days. Any remaining portion of the Pension Plan Funds shall be disbursed prior to the Pension Plan Payment Date in accordance with Section 3(a) of this Agreement.

(c) At such time as the Pension Plan Funds has been fully disbursed and released as provided herein, this Agreement shall terminate and the Escrow Agent shall have no further duties or obligations in connection therewith.

4. **No Implied Duties of Escrow Agent**. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations of the Escrow Agent may be read into this Agreement. Escrow Agent shall have no obligations or responsibilities related to compliance with the Employee Retirement Income Security Act of 1974, as amended. For the avoidance of doubt, Escrow Agent shall have no responsibility for confirming compliance with any time frames under this Agreement and shall act solely in accordance with instruction received from the parties in accordance herewith.

5. **Reliance of Escrow Agent on Documents**. The Escrow Agent may (i) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (iii) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Subject to Section 6 below, the Escrow Agent shall not be liable in any

manner for the sufficiency or correctness as to form, execution or validity of any instrument or copy of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same; and its duties shall be limited to those provided in this Agreement. In the event of a dispute, the Escrow Agent is authorized to continue to hold such funds in the Escrow Account until receipt of a Seller Notice, a Joint Notice or an order from a court of competent jurisdiction. By execution of this Agreement, the Escrow Agent hereby acknowledges and agrees that notwithstanding anything to the contrary contained in this Agreement, in the event of a dispute regarding the disposition of the Pension Plan Funds, the Escrow Agent shall not take any action whatsoever with respect to the Pension Plan Funds unless the Escrow Agent is directed to take such action as provided hereinabove.

6. **Indemnification; Fees**. The Seller Representative shall indemnify the Escrow Agent and hold it harmless from any and all actual claims, liabilities, losses, actions, suits or proceedings, or other expenses, fees, or charges of any character or nature, including reasonable attorneys' fees ("Liabilities"), which it may incur or with which it may be threatened by reason of its acting as the Escrow Agent under this Agreement; provided, however, that Seller Representative shall not be liable for any Liabilities arising from actions or omissions taken or made by the Escrow Agent in bad faith disregard of this Agreement or involving gross negligence or willful misconduct on the part of the Escrow Agent and Escrow Agent hereby acknowledges and agrees that Escrow Agent shall be responsible for all such Liabilities.

7. **Notices.** Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted to be given under this Agreement shall be given in writing and shall be delivered to the parties in accordance with the Purchase Agreement. The Escrow Agent acknowledges that in order for a notice, consent, approval or any other communication from the Seller Representative and the Purchaser Representative to be effective hereunder, such notice consent, approval or any other communication must be in writing.

8. **Severability.** If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflict of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case.

9. **Counterparts, Etc.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each such counterpart may be delivered by e-mail (in .pdf format) and any signatures which are so delivered by e-mail shall be deemed original signatures for all purposes.

10. **Integration**. This Agreement and the Purchase Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof.

11. **Performance on Business Days**. If the date on which payment or performance of any obligation of a party hereunder is other than a Business Day, or the last day for the giving of any notice required or permitted hereunder is other than a Business Day, the time for such payment, performance or delivery shall automatically be extended to the first Business Day following such date.

12. **Attorneys' Fees**. Notwithstanding anything contained herein to the contrary, if any lawsuit or arbitration or other legal proceeding arises in connection with the interpretation or enforcement of this Agreement, the prevailing party therein shall be entitled to receive from the other party the prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefor and on appeal therefrom, which amounts shall be included in any judgment therein.

13. **Section and Other Headings**. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being mutually acknowledged and agreed that the Seller Representative and the Purchaser Representative and their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

15. **Time of Essence**. Time shall be of the essence with respect to the performance of each and every covenant and obligation, and the giving of all notices, under this Agreement.

16. **Governing Law**. This Agreement shall be governed by, and construed in accordance with the laws of the state of Delaware.

17. **Waiver of Trial by Jury**. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, AND/OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), AND/OR ACTIONS OF EITHER PARTY IN CONNECTION THEREWITH AND/OR THE DEPOSIT, AND/OR ANY OTHER MATTERS SUBJECT TO THE DISPUTE RESOLUTION

PROCESS SET FORTH HEREIN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS TRANSACTION.

18. **Assignment**. Neither the Seller Representative nor the Purchaser Representative shall assign any of its rights, or delegate any of its obligations, in this Agreement, without the prior written consent of the other party (other than the Escrow Agent) and with notice to the Escrow Agent.

19. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

20. **Third Party Beneficiaries**. This Agreement shall not confer any rights or remedies upon any Person other than the parties any their respective successors and permitted assigns pursuant to Section 18 hereof.

21. **Conflict with Purchase Agreement**. If any of the terms or provisions of this Agreement conflict with, or are inconsistent with, any terms or provisions of the Purchase Agreement, as between the Seller Representative and the Purchaser Representative the terms and provisions of the Purchase Agreement shall control.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER REPRESENTATIVE:

PROSPECT MEDICAL HOLDINGS, INC.

By: _____
Name: Eric Samuels
Title: Treasurer

PURCHASER REPRESENTATIVE:

MPT OF SPRINGFIELD PMH, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Name: R. Steven Hamner
Its: Executive Vice President & CFO

[*Signatures continue on next page*]

ESCROW AGENT:

First American Title Insurance Company

By: _____
Name: Deborah Goodman
Title: V.P.

[*End of signatures*]

Exhibit A

The Pension Plan Account

Receiving Bank ID:	121000248
Receiving Bank Name:	WELLS FARGO BANK, NA
Receiving Bank Address:	
	SAN FRANCISCO CA
Beneficiary Bank ID:	121000248
Beneficiary Bank Name:	WELLS FARGO BANK, NA
Beneficiary Bank Address:	
	SAN FRANCISCO CA
Beneficiary Account:	0837354943
Beneficiary Name:	Principal Financial Group
Beneficiary Address:	

WAIVER AND MODIFICATION OF CLOSING CONDITIONS

December 20, 2019

Reference is made to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), Ivy Holdings Inc., a Delaware corporation (the "Company") and solely for the purposes of Section 6.03(b) thereof, Green Equity Investors V, L.P., a Delaware limited partnership, and Green Equity Investors Side V, L.P., a Delaware limited partnership. Unless otherwise specified herein, capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Merger Agreement.

WHEREAS, pursuant to Sections 7.02 and 7.03 of the Merger Agreement, the obligation of Purchaser and Merger Sub, on the one hand, and the Company, on the other hand (the Purchaser, Merger Sub and the Company, collectively, the "Parties"), to consummate the transactions contemplated thereunder (the "Contemplated Transactions") is subject to the fulfillment, or waiver of certain conditions;

WHEREAS, the Parties desire to consummate the Contemplated Transactions, and have agreed to the limited waiver and modification of certain closing conditions as expressly set forth herein.

NOW, THEREFORE, in consideration of these premises, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties hereby acknowledge that the Merger Agreement requires the Company to enter into the Banker Arrangements by December 31, 2019 pursuant to the covenant of the Company in Section 6.12 of the Merger Agreement and the condition precedent to the obligation of each of the Purchaser and Merger Sub, on the one hand, and the Company, on the other hand, to consummate the Contemplated Transactions pursuant to Sections 7.02(b) and 7.03(d) of the Merger Agreement, respectively. The Parties hereby agree (i) to extend such date until February 28, 2020 and waive any requirements in the Merger Agreement to enter into the Banker Arrangements prior to such date and (ii) that any references in the Merger Agreement to the Banker Arrangements being entered into by December 31, 2019 shall instead be read as February 28, 2020.

2. Except as otherwise expressly set forth herein, the foregoing does not amend, modify or otherwise waive any other rights or obligations of any Person party to the Merger Agreement.

3. This waiver and modification may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This waiver and modification may be executed by facsimile or .pdf signatures.

THE COMPANY: IVY HOLDINGS INC.

By: _____
Name: Eric Samuels
Title: Corporate VP Finance & Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this waiver and modification to be signed by their respective duly authorized signatories as of the day and year first written above.

PURCHASER:

CHAMBER INC.

By:_____
Name: Samuel Lee
Title: Chief Executive Officer

MERGER SUB:

CHAMBER MERGER SUB INC.

By:_____
Name: Samuel Lee
Title: Chief Executive Officer

SECOND WAIVER AND MODIFICATION OF CLOSING CONDITIONS

February 24, 2020

Reference is made to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), Ivy Holdings Inc., a Delaware corporation (the "Company") and solely for the purposes of Section 6.03(b) thereof, Green Equity Investors V, L.P., a Delaware limited partnership, and Green Equity Investors Side V, L.P., a Delaware limited partnership. Unless otherwise specified herein, capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Merger Agreement.

WHEREAS, pursuant to Sections 7.02 and 7.03 of the Merger Agreement, the obligation of Purchaser and Merger Sub, on the one hand, and the Company, on the other hand (the Purchaser, Merger Sub and the Company, collectively, the "Parties"), to consummate the transactions contemplated thereunder (the "Contemplated Transactions") is subject to the fulfillment, or waiver of certain conditions;

WHEREAS, the Parties entered into that Waiver and Modification of Closing Conditions, dated as of December 20, 2019 (the "First Waiver and Modification"), to waive and modify certain closing conditions as set forth therein; and

WHEREAS, the Parties desire to consummate the Contemplated Transactions, and have agreed to the limited waiver and modification of certain closing conditions as expressly set forth herein.

NOW, THEREFORE, in consideration of these premises, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties hereby acknowledge that the Merger Agreement (as modified by the First Waiver and Modification) requires the Company to enter into the Banker Arrangements by February 28, 2020 pursuant to the covenant of the Company in Section 6.12 of the Merger Agreement and the condition precedent to the obligation of each of the Purchaser and Merger Sub, on the one hand, and the Company, on the other hand, to consummate the Contemplated Transactions pursuant to Sections 7.02(b) and 7.03(d) of the Merger Agreement, respectively. The Parties hereby agree (i) to extend such date until the earlier to occur of (i) April 15, 2020 and (ii) the Closing, and waive any requirements in the Merger Agreement to enter into the Banker Arrangements prior to such date and (ii) that any references in the Merger Agreement to the Banker Arrangements being entered into by February 28, 2020 shall instead be read as the earlier to occur of (i) April 15, 2020 and (ii) the Closing.

2. Except as otherwise expressly set forth herein, the foregoing does not amend, modify or otherwise waive any other rights or obligations of any Person party to the Merger Agreement.

3. This waiver and modification may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This waiver and modification may be executed by facsimile or .pdf signatures.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have caused this waiver and modification to be signed by their respective duly authorized signatories as of the day and year first written above.

PURCHASER:

CHAMBER INC.

By:_____
Name: Samuel Lee
Title: Chief Executive Officer

MERGER SUB:

CHAMBER MERGER SUB INC.

By:_____
Name: Samuel Lee
Title: Chief Executive Officer

THE COMPANY:

IVY HOLDINGS INC.

By: _____
Name: Eric Samuels
Title: Corporate VP Finance & Treasurer