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Tranche amount, Parent shall pay, or cause to be paid, any Nevada Second Tranche Payment that is due and payable pursuant to Section 1(b) of each of the Nevada Settlement Agreements. Any such payment shall be made in cash, allocated among the Members and holders of Company Options pro rata based on the Fully Diluted Units held by such Members or attributable to the Company Options held by such holders of Company Options as of immediately prior to the Closing relative to Total Outstanding Company Units; provided that any such payments made to the holders of Company Options shall be subject to Section 3.01(b)(ii)(G) and that any payment made pursuant to Section 1(b) of the Nevada Settlement Agreements shall be paid in accordance with such provision. Payment in full of the amount set forth in clause (i) above shall fully release and discharge Parent, its successors, and assigns from any further liability or obligation pursuant to this Section 3.06 in respect of the First Tranche. Payment in full of the amount set forth in clause (ii) above shall fully release and discharge Parent, its successors, and assigns from any further liability or obligation pursuant to this Section 3.06 in respect of the Second Tranche.

(f) Post-Closing Operation of the Company. Subject to the terms of this Agreement and the other Transaction Documents, subsequent to the Closing and through December 31, 2013, the chief executive officer and management of the Company shall operate the business of the Business Entities and Related Entities on an autonomous basis in a manner substantially consistent with their current operations. The chief executive officers of the Company and Parent shall collaborate on major decisions, consistent with appropriate corporate governance, including Parent s corporate policy on acquisitions. Parent s chief executive officer and the Parent Board shall retain ultimate decision-making authority as it relates to the business. Notwithstanding the above, to the extent Parent recommends taking or opposing any action or decision with respect to the business that would reasonably be expected to adversely impact any Earn-Out Payment and the Company s chief executive officer is opposed to such Parent recommendation or decision, the Company s chief executive officer has the right to request that the Parent Board decide the issue, in which case the matter shall be determined by the Parent Board (and no such taking or opposing such action or decision shall be acted upon until such time as the Parent Board approves such taking or opposing such action or decision after considering in good faith the objections of the Company s chief executive officer). In every event, Parent and the Company acknowledge that all decisions shall

be made in compliance with applicable Law and in the best interests of the combined company consistent with the fiduciary duties of the officers and directors of the combined company. Further, in no event may Parent take any action, or fail to take any action, in bad faith with the intent of reducing or avoiding any of the Earn-Out Payments hereunder. Similarly, in no event may the management of the Company take any action not in the best interests of the combined company with the intent to ensure any of the Earn-Out Payments hereunder.

(g) No Security. The parties hereto understand and agree that (i) the contingent rights to receive any Per Unit Earn-Out Payment shall not be represented by any form of certificate or other instrument, are not transferable, except pursuant to a reorganization, liquidation, or other similar transfer of the assets of the relevant party to its equityholders or a successor entity or by operation of Laws relating to descent and distribution, divorce, and community property, and do not constitute an equity or ownership interest in Parent or the Company, (ii) neither Members nor holders of Company Options shall have any rights as a securityholder of Parent or the Company as a result of such contingent right of such Members or holders of Company Options to receive any Per Unit Earn-Out Payment hereunder, and (iii) no interest is payable with respect to any Per Unit Earn-Out Payment.

Section 3.07. Member Representative Escrow. A portion of the Closing Merger Consideration equal to the MR Escrow Amount shall constitute escrowed merger consideration (the "MR Escrowed Merger Consideration"). The MR Escrowed Merger Consideration shall be withheld from the Closing Merger Consideration otherwise deliverable to the Members and holders of Company Options on the Closing Date to fund, if necessary, (i) the amounts described in Section 3.05(c), Section 3.06(b)(ii), Section 3.08, Section 6.15(f), Section 8.08, and this Section 3.07 as being paid from the MR Escrow Account, (ii) the expenses incurred by the Member Representative acting in such capacity, and (iii) any other expense described in this Agreement as being paid from the MR Escrow Account. The MR Escrowed Merger Consideration shall consist entirely of cash. On the Closing Date, the MR Escrowed Merger Consideration shall be deposited by Parent with the Escrow Agent in an escrow account (the "MR Escrow Account") established in accordance with an escrow agreement to be entered into between the Member Representative and the Escrow Agent, consistent with the terms set forth in this Agreement and other customary terms and conditions for similar agreements (the "MR Escrow Agreement"). The MR Escrow Agreement shall provide that the Members and the holders of Company Options are, for federal income tax purposes, the owners of the MR Escrowed Merger Consideration and are taxable on any earnings thereon, which tax shall be payable from the funds in the MR Escrow Account. If any payment is required to be made to or by the Member Representative acting in such capacity, the Member Representative shall provide written instructions to the Escrow Agent, pursuant to the terms of the MR Escrow Agreement, to deliver to the Member Representative or the third-party payee directed by the Member Representative, as the case may be, an amount of cash equal to such required payment. The MR Escrow Agreement shall provide that on the First Escrow Distribution Date (and on every anniversary of such date thereafter), the Member Representative

and Robert Margolis, M.D. (or his designated successor) shall mutually determine in good faith what, if any, amount of remaining funds in the MR Escrow Account should be distributed to the Members and the holders of Company Options; provided that all of the remaining funds in the MR Escrow Account (less any amounts required to pay outstanding and anticipated expenses) shall be distributed to the Members and the holders of Company Options no later than the fifth (5th) Business Day following the distribution of all remaining funds in the Escrow Account, the Healthcare Indemnity Account, and the Tax Indemnity Account to the Members and the holders of Company Options. To effectuate any distribution to the Members and the holders of the Company Options of funds from the MR Escrow Account, the Member Representative shall provide written instructions to the Escrow Agent to deliver to the Members and to the holders of the Company Options as of the Closing the aggregate amount of such distribution to the Members and the holders of Company Options pro rata based on the Fully Diluted Units held by such Members or attributable to the Company Options held by such holders of Company Options as of immediately prior to the Closing relative to Total Outstanding Company Units. The parties hereto understand and agree that the contingent rights to receive any funds from the MR Escrow Account are not transferable, except pursuant to a reorganization, liquidation, or other similar transfer of the assets of the relevant party to its equityholders or a successor entity or by operation of Laws relating to descent and distribution, divorce, and community property, and, in the event of any such transfer, the Member Representative

shall be notified as promptly as reasonably practicable. The Member Representative shall provide the Majority Member with a written statement setting forth all distributions and payments made from the MR Escrow Account (including reasonable detail as to the purpose and amount of each such distribution or payment and the recipient thereof) for each month in which the MR Escrow Account is active, no later than twenty (20) Business Days following the end of such month. The Member Representative shall provide all Members with a written report for each year in which the MR Escrow Account is active, no later than ninety (90) days following the end of such year, setting forth (i) the amount of distributions and payments made from the MR Escrow Account during such year by category (specifically identifying payments made to the Member Representative or the Member Representative s affiliated or related entities), (ii) the total amount of distributions and payments made from the MR Escrow Account during such year, (iii) the total earnings received on the funds in the MR Escrow Account during such year, and (iv) the funds remaining in the MR Escrow as of such year s end, and attaching a copy of any annual statement received by the Member Representative from the Escrow Agent with respect to the MR Escrow Account. Upon the request of a Member or holder of Company Options, the Member Representative shall, or shall request the Escrow Agent to, provide such Member or holder of Company Options with such information regarding the MR Escrow Account, and any transaction activity relating thereto, as such Member or holder of Company Options may reasonably request and at such Member s or holder of Company Options sole cost and expense.

Section 3.08. Nevada Escrow. A portion of the Closing Merger Consideration equal to the Nevada Escrow Amount shall constitute escrowed merger consideration (the Nevada Escrowed Merger Consideration). The Nevada Escrowed Merger Consideration shall be withheld from the Closing Merger Consideration otherwise deliverable to the Members and holders of Company Options on the Closing Date to fund, if applicable, certain transaction settlement payments that may become due and payable pursuant to Section 1(c) of each of the Nevada Settlement Agreements. The Nevada Escrowed Merger Consideration shall consist entirely of cash. On the Closing Date, the Nevada Escrowed Merger Consideration shall be deposited by Parent with the Escrow Agent in an escrow account (the Nevada Escrow Account) established in accordance with an escrow agreement to be entered into among the Company, the Member Representative, and the Escrow Agent, consistent with the terms set forth in this Agreement and other customary terms and conditions for similar agreements (the Nevada Escrow Agreement). The Nevada Escrow Agreement shall provide that Parent is, for federal income tax purposes, the owner of the Nevada Escrowed Merger Consideration and is taxable on any earnings thereon. All fees, costs, and expenses (other than Taxes on any earnings) attributable to the establishment and maintenance of the Nevada Escrow Account shall be payable from the funds in the MR Escrow Account. If any transaction settlement payment becomes due and payable pursuant to Section 1(c) of either Nevada Settlement Agreement, the Company and the Member Representative shall promptly provide written instructions to the Escrow Agent, pursuant to the terms of the Nevada Escrow Agreement, to deliver to Company out of the funds in the Nevada Escrow Account an amount of cash equal to such required payment for the sole purpose of making such required payment pursuant to Section 1(c) of the applicable Nevada Settlement Agreement. If, pursuant to Section 1(c) of either Nevada Settlement Agreement, any transaction settlement payment will not be made because a condition precedent is not met (after giving effect to the shortfall provision contained therein), then the Company and the Member Representative shall promptly provide written instructions to the Escrow Agent, pursuant to the terms of the Nevada Escrow Agreement, to deliver the amount of such unpaid transaction settlement payment to the Members and to the Company for proper payment to the holders of the Company Options as of the Closing pro rata based on the Fully Diluted Units held by such Members or attributable to the Company Options held by such holders of Company Options as of immediately prior to the Closing relative to Total Outstanding Company Units, it being understood that any such payments made to the holders of Company Options shall be subject to Section 3.01(b)(ii)(G). The parties hereto understand and agree that the contingent rights to receive any funds from the Nevada Escrow Account are not transferable, except pursuant to a reorganization, liquidation, or other similar transfer of the assets of the relevant party to its equityholders or a successor entity or by operation of Laws relating to descent and distribution, divorce, and community property.

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES

OF THE COMPANY

Each representation and warranty contained in this ARTICLE IV is qualified by disclosures made in the Company Disclosure Schedule. Except with respect to matters set forth in the Company Disclosure Schedule, the Company hereby represents and warrants to Parent as follows:

Section 4.01. Organization, Authority and Qualification of the Company. The Company is a limited liability company duly organized and validly existing under the Laws of the State of California and has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. The Company is duly licensed or qualified to do business and is in good standing (to the extent that such concepts are recognized under applicable Law) in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing would not (a) adversely affect the ability of the Company to carry out its obligations under this Agreement or the other Transaction Documents to which it is a party or to consummate the Transactions and (b) have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The execution and delivery by the Company of this Agreement and the other Transaction Documents to which it is a party, the performance by the Company of its obligations hereunder and thereunder, and the consummation by the Company of the Transactions have been duly authorized by all requisite action on the part of the Company, and no other proceedings on the part of the Company are necessary to authorize this Agreement or the other Transaction Documents to which it is a party or to consummate the Transactions (other than obtaining the Member Approval and the filing and recordation of appropriate merger documents as required by the CLLCA). This Agreement and the other Transaction Documents to which the Company is a party have been or will be duly executed and delivered by the Company, and (assuming due authorization, execution, and delivery by Parent and Merger Sub and any other party thereto, other than the Related Parties) this Agreement and the other Transaction Documents to which the Company is a party constitute a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

Section 4.02. Organization, Authority, and Qualification of the Business Entities and Related Entities. Each of the Business Entities and Related Entities is a legal entity duly organized and validly existing under the Laws of the jurisdiction of its incorporation or organization and has all necessary corporate or entity power and authority to own, operate, or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted. Each of the Business Entities and Related Entities is duly licensed or qualified to do business and is in good standing (to the extent that such concepts are recognized under applicable Law) in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary or desirable, except to the extent that the failure to be so licensed, qualified, or in good standing would not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.03. Capitalization; Ownership of Equity Interests.

(a) Section 4.03(a) of the Company Disclosure Schedule sets forth the name of each Business Entity and Related Entity, the jurisdiction of its organization, its outstanding equity interests, shares of capital stock, or other ownership interests and the current record and beneficial ownership of such interests, shares, or other ownership interests.

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(b) As of the date of this Agreement, (i) 100,131,969.2 Company Common Units and 1,000 Class A Units (the Company Preferred Units) were issued and outstanding, and (ii) 15,952,760 Company Common Units were reserved for issuance under the Company Plan, of which 5,389,500 Company Common Units were subject to outstanding and unexercised Company Options entitling the holder thereof to purchase a Company Common Unit. Section 4.03(b) of the Company Disclosure Schedule sets forth an accurate and complete list of (x) all holders of Company Common Units and Company Preferred Units, indicating the number of Company Common Units and Company Preferred Units held by each, and (y) all outstanding Company Options, indicating (i) the holder thereof, (ii) the number and class or series of Company Common Units subject to each Company Option, and (iii) the exercise price, date of grant, vesting schedule, terms for vesting acceleration, and expiration date for each Company Option. Other than the Company Options, no award to acquire Company Common Units is outstanding under the Company Plan or otherwise. All outstanding equity interests, shares of capital stock, or other ownership interests of the Subsidiaries (the Subsidiary Shares) are owned, directly or indirectly, by the Company free and clear of all Encumbrances, other than restrictions under applicable securities Laws. All outstanding equity interests, shares of capital stock, or other ownership interests of the Related Entities (the Related Entity Shares) are owned, directly or indirectly, by HCPAMG free and clear of all Encumbrances, other than restrictions under applicable securities Laws. The Company has no obligation to repurchase any Company Common Units. No Member has withdrawn from the Company in whole or in part or exercised any right to withdraw its interest in the Company s assets, and the Company has not received notice that any Member intends to exercise such rights. There are no declared or accrued but unpaid distributions with respect to any Company Common Units. Except as set forth in the first sentence of this Section 4.03(b), the Company has no other membership interests or securities authorized, issued, or outstanding. All Company Options have been documented with the Company s standard form(s) of option agreement under the Company Plan without material deviation or amendment, modification, or supplement. Complete and correct copies of the Company Plan and the standard form(s) of option agreement under the Company Plans have been made available to Parent.

(c) There are no options, warrants, convertible securities, or other rights, agreements, arrangements, or commitments relating to the Company Common Units, the Subsidiary Shares, or the Related Entity Shares or obligating any Business Entity or Related Entity to issue or sell any equity interests in, shares of capital stock of, or any other interest in, any Business Entity or Related Entity to any third person. There are no outstanding contractual obligations of the Company, any other Business Entity, or any Related Entity to repurchase, redeem, or otherwise acquire any equity interests, shares of capital stock, or other ownership interests of any Business Entity or Related Entity. All of the Company Common Units, the Subsidiary Shares, and the Related Entity Shares have been duly authorized and validly issued and are fully paid and non-assessable and were not issued in violation of any preemptive rights.

(d) Other than the Business Entities and Related Entities, there are no other corporations, partnerships, joint ventures, associations, or other entities in which the Company or any other Business Entity or Related Entity owns, of record or beneficially, any direct or indirect equity or other interest or any right to acquire the same.

(e) The Company has furnished or made available to Parent true and complete copies of the Governing Documents of the Company and each Business Entity and Related Entity, as amended through the date of this Agreement. The Governing Documents of the Company and each Business Entity and Related Entity are in full force and effect and have not been amended or otherwise modified. Neither the Company, nor any Business Entity, nor any Related Entity is in material violation of any material provision of its respective Governing Documents.

Section 4.04. No Conflict. Assuming the Member Approval is obtained for the Merger and that all Consents and other actions described in Section 4.07 have been obtained or made and any applicable waiting period under the HSR Act has expired or been terminated and, except as may result from any facts or circumstances relating solely to Parent or its Affiliates, the execution, delivery, and performance by the Company of this Agreement and the other Transaction Documents to which it is a party (including the consummation by the Company of the

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Transactions) does not and will not (a) violate, conflict with, or result in the breach of any provision of the Governing Documents of any of the Business Entities or the Related Entities, (b) conflict with or violate in any material respect any material Law applicable to the Business Entities or Related Entities, or (c) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any Material Contract.

Section 4.05. Company Board Approval. The Company Board, by resolutions duly and unanimously adopted (and not thereafter modified or rescinded) at a meeting duly called and held, has (i) determined that the Merger and the Transactions, are advisable, fair to, and in the best interests of the members of the Company, (ii) approved this Agreement and the Transactions and declared it advisable that the Company enter into this Agreement and consummate the Transactions upon the terms and subject to the conditions set forth herein, and (iii) resolved to recommend that the Company s members approve the principal terms of the Merger and this Agreement. No other corporate proceedings on the part of the Company are necessary to authorize the Merger other than as described in Section 4.06.

Section 4.06. Vote Required. The affirmative vote of Members holding a majority of the Company Common Units is the only vote of the holders of any class or series of equity interests of the Company necessary to approve, authorize, and adopt this Agreement and the Transactions (the Member Approval).

Section 4.07. Governmental Consents and Approvals. The execution, delivery, and performance by the Company of this Agreement and the other Transaction Documents to which it is a party (including the consummation by the Company of the Transactions) does not and will not require any Consent of or to or action by any Governmental Authority, except for (i) applicable requirements, if any, of the Exchange Act, including the filing with the U.S. Securities and Exchange Commission (the SEC) of the Registration Statement, (ii) any filings required under state securities Laws, (iii) the filing and recordation of appropriate merger documents as required by the CLLCA and appropriate documents with the relevant authorities of other states in which the Company or any Subsidiary is qualified to do business, (iv) any filings required by the NYSE, (v) the premerger notification and waiting period requirements of the HSR Act, (vi) applicable requirements, if any, of Health Care Laws set forth on Section 4.07 of the Company Disclosure Schedule, (vii) applicable requirements, if any, of any Program in which the Company or any Subsidiary participates, (viii) where the failure to obtain such Consent or action would not prevent or materially delay the consummation by the Company of the Transactions, and (ix) as are necessary as a result of any facts or circumstances relating solely to Parent or any of its Affiliates.

Section 4.08. Financial Information.

(a) True and complete copies of (i) the audited consolidated balance sheet of the Business Entities and Related Consolidated Entities for each of the fiscal years ended as of December 31, 2011, December 31, 2010 and December 31, 2009 and the related audited consolidated statements of income and cash flows of the Business Entities and Related Consolidated Entities for each of such fiscal years (collectively, the Audited Financial Statements) and (ii) the unaudited consolidated balance sheet of the Business Entities and Related Consolidated Entities as of March 31, 2012 and the related unaudited consolidated statements of income and cash flows of the Business Entities and Related Consolidated Entities for the quarter ended on such date (the Unaudited Financial Statements) have been made available by the Company to Parent.

(b) The Audited Financial Statements and the Unaudited Financial Statements (i) were derived from the books and records of the Business Entities and Related Consolidated Entities, (ii) present fairly, in all material respects, the consolidated financial position of the Business Entities and Related Consolidated Entities as of the dates thereof and the results of operations and cash flows of the Business Entities and Related Consolidated Entities for the periods covered thereby, and (iii) except as disclosed in the notes thereto, were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated using the same

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accounting principles, policies, practices, conventions, and methods unless otherwise required by GAAP (subject, in the case of the Unaudited Financial Statements, to normal and recurring year-end adjustments that are not material in amount or nature and the absence of notes).

Section 4.09. Accounting Records; Internal Controls. The books and records of the Business Entities have been maintained in all material respects in accordance with sound business practices, including the maintenance of an adequate system of internal controls, and fairly reflect, in all material respects, (i) the financial position of the Business Entities and Related Consolidated Entities and (ii) all transactions of the Business Entities. The Business Entities and Related Consolidated Entities have disclosed, based on their most recent evaluations of internal controls over financial reporting, to their respective independent auditors and audit committees, if and to the extent such committees exist, and to the Company, all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the Business Entities and Related Consolidated Entities ability to record, process, summarize, and report financial information and any fraud, whether or not material, that involves management or other employees who have a significant role in the Business Entities and Related Consolidated Entities internal control over financial reporting.

Section 4.10. Absence of Undisclosed Liabilities. There are no Liabilities of the Business Entities or Related Consolidated Entities that would be required to be reflected on or reserved against or disclosed in the notes to a consolidated balance sheet of the Business Entities and Related Consolidated Entities prepared in accordance with GAAP, other than Liabilities (a) reflected or properly reserved against in the Audited Financial Statements or (b) incurred since December 31, 2011 in the ordinary course of business of the Business Entities or the Related Consolidated Entities consistent with past practice.

Section 4.11. Information Provided.

(a) The information supplied by or on behalf of the Company (i) for inclusion or incorporation in the registration statement on Form S-4 (or any other applicable form of registration statement) or any amendment or supplement thereto pursuant to which shares of Parent Common Stock issuable in the Merger will be registered with the SEC (the Registration Statement), or (ii) for inclusion or incorporation in the registration statement on Form S-3 (or any other applicable form of registration statement) in connection with the Financing (the Financing Registration Statement) or any amendment or supplement thereto, shall not at the time such registration statement becomes or is declared effective by the SEC (or, with respect to any post-effective amendment or supplement, at the time such post-effective amendment or supplement becomes effective) contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The information supplied by or on behalf of the Company for inclusion in the prospectus (the Prospectus) forming part of the Registration Statement, or any amendment or supplement thereto, to be sent to the Members in connection with the Merger and the other Transactions shall not, on the date the Prospectus is first mailed to the Members and at the time of the Member Approval, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading.

(c) The information supplied by or on behalf of the Company for inclusion in the prospectus forming part of the Financing Registration Statement, or any amendment or supplement thereto, or any offering memorandum or bank information memorandum in connection with the Financing shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading.

Section 4.12. Conduct in the Ordinary Course. Except as otherwise contemplated, required, or permitted by this Agreement, since December 31, 2011, (a) the business of the Business Entities and the Related Entities has

been conducted in the ordinary course and consistent with past practice, (b) prior to the date of this Agreement, none of the Business Entities has taken any action that, if taken after the date hereof, would constitute a violation of Section 6.01(b), and (c) there has not occurred, nor has any event or circumstance occurred that would have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.13. Litigation; Governmental Orders.

(a) There is no Action by or against any Business Entity or by or against any Related Entity pending, or, to the Company s Knowledge, threatened that would (i) materially and adversely affect the legality, validity, or enforceability of this Agreement or the other Transaction Documents to which it is a party or the consummation of the Transactions, (ii) result, or would reasonably be expected to result, in any Liability which would be material to the Business Entities or Related Entities, taken as a whole, or (iii) which requires, or would reasonably be expected to require, a payment in excess of $250,000.

(b) There is no Governmental Order outstanding against or, to the Company s Knowledge, investigation by any Governmental Authority involving any of the Related Entities, any of the Business Entities, or any of their assets that, individually or in the aggregate, has had or would result, or would reasonably be expected to result, in any Liability that would be material to the Business Entities and Related Entities, taken as a whole.

Section 4.14. Compliance with Laws. Except with respect to Healthcare Regulatory Compliance (which is covered exclusively by Section 4.15), Environmental Laws (which are covered exclusively by Section 4.16), Employee Benefit Matters (which are covered exclusively by Section 4.19), Labor Matters (which are covered exclusively by Section 4.20) and Taxes (which are covered exclusively by Section 4.21), (i) the Business Entities and the Related Entities have each conducted and continue to conduct their business in accordance with all Laws (including unclaimed property laws and the Foreign Corrupt Practices Act of 1977) applicable to them and are not in material default or material violation of any such Law; and (ii) none of the Related Entities or any Business Entity has received any written communication during the past two (2) years from a Governmental Authority that alleges that any Related Entity or any Business Entity is not in material compliance with any applicable Law.

Section 4.15. Healthcare Regulatory Compliance.

(a) The Business Entities and the Related Entities are in compliance with, and have not violated in any material respect since January 1, 2006, any Health Care Laws which regulate their operations, activities, or services and/or any Governmental Orders pursuant to any Health Care Laws applicable to the Business Entities, the Related Entities, or any assets owned by any of them.

(b) (i) No Business Entity or Related Entity has since January 1, 2006 (A) received or been subject to any written notice, citation, suspension, revocation, administrative proceeding, or, to the Knowledge of the Company, investigation by a Governmental Authority that alleges or asserts that any Business Entity or Related Entity has violated any Health Care Laws or which requires or seeks any adjustment, modification, or alteration in any Business Entity s or Related Entity s operations, activities, services, or financial condition that has not been resolved, or (B) been subject to a corporate integrity agreement, deferred prosecution agreement, consent decree, settlement agreement with, relating to or required by the Office of Inspector General of the United States Department of Health and Human Services or similar agreement or consent order of or with any other Governmental Authority mandating or prohibiting future or past activities and (ii) no Business Entity or any Related Entity has settled, or agreed to settle, any actions brought by any Governmental Authority for an alleged violation of any Health Care Laws. As of the date hereof, there are no restrictions imposed by any Governmental Authority upon the business, activities, or services of any Business Entity or Related Entity that would prevent such Business Entity or Related Entity from operating as it currently operates or intends to operate.

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(c) The Business Entities and Related Entities have all licenses, permits, registrations, franchises, grants, authorizations (including authorizations to participate in any Program as a provider or supplier), consents, approvals, orders and certificates from Governmental Authorities (including Governmental Authorities regulating occupational health and safety) necessary to lawfully conduct their business (collectively, the Permits), and each of the Permits is valid, without restrictions, and in full force and effect. There are no actions pending or, to the Knowledge of the Company, threatened in writing, that seek the revocation, cancellation, or adverse modification of any Permit. Since January 1, 2006, no Business Entity or any Related Entity has received or been subject to any written notice, claim, or assertion alleging any violations of Permits nor, to the Knowledge of the Company, has any such notice, claim, or assertion been threatened. All applications required to have been filed for the renewal of any Permits have been duly filed on a timely basis with the appropriate Governmental Authorities. No Permits of the Business Entities or the Related Entities will be adversely affected by the Transactions and such Permits will continue to be in full force and effect immediately following the Effective Time.

(d) During the three (3) years prior to the date of this Agreement, each Regulated Entity has timely filed all reports, statements, documents, registrations, filings, and submissions required to be filed by it under applicable Laws (including Health Care Laws), except where the failure to do so would not reasonably be expected to be material to the Business taken as a whole. Each of such filings were complete, correct and in compliance with applicable Law and no deficiencies or Liabilities have been asserted by any Governmental Authority with respect thereto, except as would not reasonably be expected to be material to the Business taken as a whole.

(e) (i) No material claims for recoupment of moneys paid to any Business Entity or Related Entity have been asserted or are outstanding from Payors; (ii) the billing practices of all Business Entities and Related Entities are in compliance with all applicable Health Care Laws; (iii) no billing audits or audits by recovery audit contractors have occurred within three (3) years prior to the date hereof nor are any such audits currently ongoing, noticed to any Business Entity or Related Entity or, to the Knowledge of the Company, threatened; (iv) the Business Entities and Related Entities are in compliance with their respective patient grievance programs; and (v) no balance billing has been done by any Business Entity or Related Entity unless permitted contractually and by Law, i.e., no billing of patients for balances due in excess of payments by Payors where such billing is prohibited by the terms of Payor contracts of any Business Entity or Related Entity or applicable Health Care Law.

(f) To the Knowledge of the Company, no current employees of the Business Entities or Related Entities, nor any Providers with which the Related Entities do business, have been convicted, under federal or state Law, of a criminal offense related to (i) the neglect or abuse of a patient in connection with the delivery of a healthcare item or service; or (ii) a health care item or service under the Programs.

(g) Other than regularly scheduled audits and reviews (excluding therefrom peer reviews), no HCC-RAF or pay for performance program validation review or program integrity review, or other audits or reviews not in the ordinary course of business, related to any Related Entity or its business, or, to the Knowledge of the Company, any Provider contracted with any Related Entity has been conducted by any entity, Governmental Authority, commission, board or agency in connection with the Programs or Payors, and no Related Entity has received notice that any such reviews are scheduled, pending or threatened against or affecting any Related Entity or its business, or, to the Knowledge of the Company, any Provider contracted with any Related Entity.

(h) Each Provider and each other employee of any Related Entity who is required by applicable Law to hold a Permit or other qualification to deliver health care services to patients (including the performance of diagnostic services such as x-ray or lab services) holds such Permits or other qualifications necessary to deliver such health care services to patients and is performing such health care services in accordance with such Permits or other qualifications held by such Person.

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(i) Each of the Related Regulated Entities has at all times complied with those certain requirements pertaining to risk-bearing organizations, including requirements set forth in California Health & Safety Code § 1375.4 and those promulgated by the California Department of Managed Health Care (the RBO Requirements). None of the Related Entities has received any written notice of any violation of any applicable Law relating to the RBO Requirements. None of the Related Entities is subject to any requirement to maintain tangible net equity or working capital levels, or is subject to any restriction on the payment of dividends or other distributions on its shares of capital stock, except for such requirements or restrictions under the RBO Requirements or other Laws of general application. None of the Related Entities is subject to any written corrective action plan or other order issued in writing by any Governmental Authority, including the California Department of Managed Health Care.

(j) The Related Entities, as applicable, and to the Knowledge of the Company each of the Providers employed by or contracting with a Related Entity, meet all requirements of participation and payment of the applicable Programs and other third party payment programs and are a party to valid participation agreements for payment by such payment programs. There is no civil, criminal, administrative, or other action, suit, demand, claim, hearing, notice of violation, proceeding, notice or demand pending, received or, to the Knowledge of the Company, threatened against any Related Entity or, to the Knowledge of the Company, any employed or contracted Provider, that could result in any Related Entity s or Provider s exclusion or debarment from participation in any of the Programs or other third party payment programs. To the Knowledge of the Company, there is no pending civil or criminal investigation of any employed or contracted Providers, or, to the Knowledge of the Company, any investigation relating in any way to any violation of any Health Care Laws by employed or contracted Providers. To the Knowledge of Company, (A) none of the Related Entities is currently suspended, excluded or debarred from contracting with the federal or any state government, (B) none of the Related Entities has received written notice from any of the Programs relating to any investigations or Action that would result in any Related Entity or any Person employed by or contracting with any Related Entity being excluded or debarred from any such Programs, and (C) none of the current employees of, or independent contractors providing services to, any Related Entity: (i) has been excluded, debarred or otherwise suspended from participating in a Program, or (ii) has engaged in any activity that would reasonably be expected to subject any Related Entity to civil money penalties under applicable Health Care Laws, mandatory exclusion, or permissive exclusion from a Program.

(k) To the Knowledge of the Company, no Persons who have been convicted of a felony or a criminal offense related to health care, who are excluded, debarred or otherwise ineligible to participate in a Program, who have had a civil monetary penalty assessed against them under §1128A of the Social Security Act, or who have engaged in any activity that would reasonably be expected to result in civil penalties or mandatory or permissive exclusion from a Program have been since January 1, 2007 or are employed by or contracted with the Related Entities or any contractor with which the Related Entities do business, or provide services on behalf of the Related Entities.

(l) The Business Entities and Related Entities have compliance programs reasonably designed to cause the Business Entities and Related Entities and their respective agents and employees to be in compliance with all applicable Health Care Laws. The downstream Providers of the Related Entities are subject to contractual obligations and provider manual provisions requiring such downstream Providers to be in compliance with all applicable Health Care Laws.

(m) To the Knowledge of the Company, no managers, directors, partners, members, equity owners or officers of any Business Entity or Related Entity nor any of their respective agents or employees has directly or indirectly made or offered to make, or solicited or received, any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or inducement to any Person or entered into any financial arrangement, regardless of form, including any fee-splitting arrangement with, any actual or potential patient, Provider, supplier, governmental employee, Medicare or Medicaid beneficiaries or other actual or potential insureds, or other Person in a position to assist or hinder the Business Entities and/or Related Entities in connection with any actual or proposed

transaction or to any political party, political party official or candidate for federal, state or local public office: (i) in violation of the federal Anti-Kickback Statute, 42 U.S.C. §1320a-7b, the federal Physician Self-Referral (Stark) Law, 42 U.S.C. §1395nn, the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), or any analogous state or federal Laws; or (ii) to obtain or maintain favorable treatment in securing business in violation of any applicable Health Care Law.

(n) The Business Entities and Related Entities have established and implemented operating procedures and systems reasonably designed to cause their respective employees and agents to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5), any implementing regulations, and any state privacy or medical information laws applicable to the business of the Business Entities and Related Entities (collectively, the Privacy Laws). The Business Entities and Related Entities have at all times been and are now in compliance with the Privacy Laws and with all contractual requirements, including any business associate agreements, that regulate or limit the maintenance, use, disclosure, or transmission of medical records, patient information, or other personal information made available to or collected by the Business Entities or Related Entities in connection with the operation of their business.

(i) Copies of the compliance policies and/or procedures of the Related Entities relating to Privacy Laws have been made available to Parent. All of the Related Entities workforce (as such term is defined in 45 C.F.R. §160.103) have received, or will receive in the ordinary course of business, training with respect to compliance with Privacy Laws.

(ii) The Related Entities have entered into business associate agreements with all third parties acting as a business associate as defined in 45 C.F.R. §160.103.

(iii) To the Knowledge of the Company, none of the Related Entities is under investigation by any Governmental Authority for a violation of any Privacy Laws, including the receipt of any notices from the United States Department of Health and Human Services Office of Civil Rights or Department of Justice relating to any such violations.

(iv) Copies of any written complaints delivered to any of the Related Entities during the prior twenty-four (24) months alleging a violation of any Privacy Laws have been made available to Parent.

(v) To the Knowledge of the Company, during the prior four (4) years, no Related Entity has suffered any unauthorized acquisition, access, use or disclosure of any individually identifiable health information that, individually or in the aggregate, compromises the security or privacy of such information, and no Related Entity is currently investigating any potentially unauthorized acquisition, access, use or disclosure of any individually identifiable health information.

(vi) During the prior four (4) years, no Related Entity has notified, either voluntarily or as required by Law, any affected individual, or any Governmental Authority of any breach of individually identifiable health information or other personal identifiable information, and no Related Entity is currently investigating any potential breach.

(o) Each Business Entity and Related Entity has entered into trading partner agreements and utilized the HIPAA standard formats for the electronic exchange of health information in compliance with, and as required by, the Privacy Laws and any other Laws. The Business Entities and Related Entities have a breach notification policy that complies with applicable Health Care Laws and Privacy Laws and no Business Entity or any Related Entity has experienced a breach of Protected Health Information or other personal information held by any Business Entity or Related Entity. For purposes of this Section 4.15(o), breach means the acquisition, access, use or disclosure of personal information, including Protected Health Information, as defined at 45 C.F.R. § 160.103, in violation of the Privacy Laws which compromises the security or privacy of such information.

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(p) The representations and warranties contained in this Section 4.15 and the last sentence of Section 4.29 are the only representations and warranties being made by the Company with respect to the subject matter hereof, and no other representation or warranty of the Company contained in this Agreement shall apply to any such matters.

Section 4.16. Environmental Matters.

(a) Except as have not or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each of the Business Entities is, and since January 1, 2008 has been, in compliance with all applicable Environmental Laws and has obtained and is in compliance with all Environmental Permits; (ii) there are no written claims, notices, letters, demands, or requests pursuant to any Environmental Law pending or, to the Company s Knowledge, threatened against any Business Entity or any Related Entity; and (iii) there has been no disposal, release, or threatened release of Hazardous Materials on, under, in, from, or about the Owned Real Property or by the Business Entities on, under, in, from, or about the Leased Real Property that would reasonably be expected to subject any of the Business Entities to any legal obligation to conduct any Remedial Action under any Environmental Law.

(b) The representations and warranties contained in this Section 4.16 are the only representations and warranties being made by the Company with respect to the subject matter hereof, and no other representation or warranty of the Company contained in this Agreement shall apply to any such matters.

Section 4.17. Intellectual Property.

(a) Section 4.17(a) of the Company Disclosure Schedule sets forth a list, accurate and complete as of May 1, 2012, of all Owned Intellectual Property that is Registered (Registered Owned Intellectual Property), or the subject of a pending application for registration, specifying as to each such item, as applicable: (i) the nature of such Intellectual Property or Intellectual Property Rights, (ii) the jurisdictions by or in which such Registered Owned Intellectual Property has been issued or registered or in which an application for such issuance or registration has been filed (or for Internet domain names, the applicable registrar), (iii) the respective registration or application numbers, (iv) the date of issuance, registration, or filing, and (v) the name of the current owner of record.

(b) Section 4.17(b) of the Company Disclosure Schedule contains a complete and correct list of all material Company IP Agreements, all material Systems, and all material equipment or parts purchase agreements that include licenses to use such parts or equipment.

(c) Except as is not and would not reasonably be expected to be material to the Business Entities or the Related Entities:

(i) with respect to all Owned Intellectual Property, the Company or one of the other Business Entities or Related Entities, as the case may be, exclusively owns all right, title and interest in and to such Owned Intellectual Property (in each case, free and clear of any Encumbrances except Permitted Encumbrances);

(ii) other than to the extent of the Company IP Agreements disclosed in Section 4.17(b) of the Company Disclosure Schedule (and other than Shrink-Wrap Agreements and equipment or parts purchase agreements that include licenses to use such parts or equipment), the Owned Intellectual Property constitute all the Intellectual Property and Intellectual Property Rights used by or necessary for the Business Entities and the Related Entities in connection with the operation of their businesses as currently conducted;

(iii) other than as disclosed in Section 4.17(c)(iii) of the Company Disclosure Schedule, neither any Business Entity nor any Related Entity has granted or agreed to grant a license to any other Person under any Owned Intellectual Property;

(iv) the Owned Intellectual Property is subsisting in full force and effect, is valid and enforceable, and, to the Company s Knowledge, has not been abandoned or passed into the public domain;

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(v) the use and exploitation of Owned Intellectual Property, and the conduct of the businesses of the Business Entities and Related Entities, have not, and are not, infringing, misappropriating, or otherwise violating the Intellectual Property or Intellectual Property Rights of any other Person; no claim by any Person contesting the legality, validity, enforceability, use or ownership of any Owned Intellectual Property has been made or is currently outstanding; and the Owned Intellectual Property is not, and, since January 1, 2008, has not been, the subject of any Action, whether threatened or pending at any time, which challenges or challenged the legality, validity, enforceability, use, or ownership thereof;

(vi) to the Company s Knowledge, there has been and is no unauthorized use, disclosure, infringement or misappropriation of any Owned Intellectual Property by any Person (including any present or former manager, director, partner, officer, or employee of any Business Entity or Related Entity);

(vii) the consummation of the Transactions will not (A) alter, encumber, impair, make subject to an Encumbrance (other than Permitted Encumbrances) or extinguish any Company Intellectual Property or Systems; (B) impair the right of Parent or Merger Sub to use, sell, license or dispose of any Company Intellectual Property; or (C) result in Parent or any of its Affiliates granting to any Person any Intellectual Property Rights or other rights or licenses to any Intellectual Property, or being bound by or subject to any non-compete or other restriction on the operation or scope of their respective businesses, or being obligated to pay any royalties or other amounts to any Person;

(viii) the Business Entities and Related Entities have exercised reasonable care to maintain the confidentiality of all Owned Intellectual Property not otherwise protected by Patents, Copyrights, or Trademarks and which the Business Entities or Related Entities desire to maintain as confidential;

(ix) the Systems operate and perform in a manner that permits the Business Entities and the Related Entities to conduct their respective businesses as currently conducted and, to the Company s Knowledge, no person has gained unauthorized access to the Systems; and

(x) the Business Entities and Related Entities have taken commercially reasonable steps to safeguard the internal and external integrity of the Systems and implemented commercially reasonable backup and disaster recovery technology consistent with industry practices.

Section 4.18. Real Property.

(a) Section 4.18(a) of the Company Disclosure Schedule accurately lists the street address of each parcel of Owned Real Property. A Business Entity has good and marketable title in fee simple to each parcel of Owned Real Property free and clear of all Encumbrances, except Permitted Encumbrances. No condemnation proceeding or similar proceeding at Law or in equity before any Governmental Authority is pending or, to the Knowledge of the Company, threatened with respect to any Owned Real Property. To the Knowledge of the Company, all of the Owned Real Property is in good operating condition and repair, subject only to ordinary wear and tear, and there are no facts or conditions affecting the Owned Real Property that, in the aggregate, would reasonably be expected to interfere with the current use, occupancy or operation thereof. To the Knowledge of the Company, (i) there are no violations of any statutes, Laws, regulations, rules, ordinances, permits, certificates of occupancy, requirements, or Governmental Orders or decrees of any kind whatsoever (including zoning, subdivision, use or building statutes, Laws or ordinances and environmental protection Laws, rules, or regulations) affecting the Owned Real Property, and (ii) the operation and use of the Owned Real Property does not violate any building permits or any conditions, easements, or rights-of-way, affecting the Owned Real Property.

(b) Section 4.18(b) of the Company Disclosure Schedule accurately lists the street address and suite number, if any, of each parcel of Leased Real Property, the current lessor, lessee, and occupant (if different from lessee) of each parcel of Leased Real Property, and whether such parcel of Leased Real Property is the subject of a sublease. The Company has made available to Parent true and complete copies of the leases, subleases, licenses, or other use or occupancy agreements in effect as of the date of this Agreement relating to each parcel

of Leased Real Property (the Leases). There has not been any sublease or assignment entered into by any Business Entity or Related Entity with respect to any Leased Real Property. Each Lease is in full force and effect, valid and binding on the applicable Business Entity and any Related Entity that is a party thereto. None of the Business Entities or Related Entities is in material breach of, or material default under, any Lease to which it is a party. No tenant or subtenant under any Lease is holding over beyond the expiration of its Lease, except with the consent of the landlord under such Lease (and not pursuant to any hold over provision in such Lease). To the Knowledge of the Company, all of the Leased Real Property is in good operating condition and repair, subject only to ordinary wear and tear, and there are no facts or conditions affecting the Leased Real Property that, in the aggregate, would reasonably be expected to materially interfere with the current use, occupancy or operation thereof.

Section 4.19. Employee Benefit Matters.

(a) Section 4.19(a) of the Company Disclosure Schedule accurately lists (i) all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (ERISA)), all material employment agreements (which will include any employment agreement that provides for severance, change of control or retention benefits or includes material notice or pay-in-lieu of notice provisions) (provided, however, that, with respect to employment agreements with physicians in their capacity as physicians, Section 4.19(a) of the Company Disclosure Schedule may list only those employment agreements that provide for change of control or retention benefits, equity awards, notice or pay-in-lieu of notice provisions in excess of ninety (90) days, severance benefits in excess of the lesser of $50,000 or ninety (90) days of pay, annual compensation in excess of $500,000, or termination provisions that do not allow the employment agreement or relationship to be terminated with or without cause for a specified period of time), and all material bonus, incentive compensation, deferred compensation, change-in-control, severance pay, unit option, phantom unit, or other equity-based compensation, retention, or fringe plans, programs, arrangements, or agreements (A) to which any of the Business Entities is a party, (B) that are maintained, contributed to or sponsored by the Business Entities or their ERISA Affiliates and under which any current or former Business Employee or consultant or independent contractor of the Business Entities (or any of their respective beneficiaries) has any present or future right to benefits, or (C) under which any of the Business Entities or their ERISA Affiliates has any direct or indirect Liability, whether contingent or otherwise, with respect to any current or former Business Employee or consultant or independent contractor of the Business Entities (or any of their respective beneficiaries); (ii) all employee benefit plans for which the Business Entities could incur Liability under Section 4069 of ERISA in the event such plan has been or were to be terminated; and (iii) all employee benefit plans for which the Business Entities could incur Liability under Section 4212(c) of ERISA.

(b) The Company has made available to Parent with respect to each applicable Plan correct and complete copies of: (i) the annual report (if required under ERISA) with respect to each such Plan for the last three years (including all schedules and attachments); (ii) the current summary plan description, if any, together with each summary of material modification required under ERISA with respect to such Plan; (iii) the most recent determination or opinion letter issued by the IRS with respect to each applicable Plan; (iv) each written Plan (including all amendments not incorporated into the documentation for each such plan); (v) the most recent actuarial valuation report, if any; (vi) all trust agreements, insurance contracts, and similar instruments with respect to each funded or insured Plan; and (vii) all material correspondence to or from any Governmental Authority relating to any Plan.

(c) Neither the Company nor any ERISA Affiliate has any plan or commitment to adopt, establish, or enter into any new Plan or to modify any Plan (except to the extent required by Law or to conform any such Plan to the requirements of any applicable Law, in each case as previously disclosed to Parent in writing, or as required by this Agreement).

(d) Each Plan has been operated in all material respects in accordance with its terms and the requirements of all applicable Laws and all contributions (including employee elective deferral contributions)

and payments and premiums required to have been made to or under any Plan have been timely made (or otherwise properly accrued), and nothing has occurred with respect to the operation of the Plans that could reasonably be expected to cause the imposition of any material Liability, penalty, or tax on the Business Entities or Parent under ERISA, the Code, or applicable Laws. Each of the Business Entities has performed all material obligations required to be performed by it under, is not in any material respect in default under or in material violation of any Plan, and, to the Knowledge of the Company, there is no material default or violation by any party with respect to any Plan.

(e) Each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has received and is entitled to rely upon a favorable determination letter from the IRS with respect to such Plan as to its qualified status under the Code, and, to the Knowledge of the Company, no fact, circumstance, event, or omission has occurred and no Business Entity or ERISA Affiliate has failed to take any action with respect to any such Plan that could reasonably be expected to adversely affect such determination. To the Knowledge of the Company, each Plan that is an employee pension benefit plan (within the meaning of Section 3(2) of ERISA) and that is not intended to be qualified under Section 401(a) of the Code is exempt from Parts 2, 3, and 4 of Title I of ERISA as an unfunded plan that is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, pursuant to Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA, and each such Plan is in compliance with the filing requirement set forth in 29 C.F.R. §2520.104-23.

(f) No Plan is, and neither the Company nor any ERISA Affiliate has previously or currently maintains, contributes to, or participates in, nor does the Company or any ERISA Affiliate have any obligation to maintain, contribute to, or otherwise participate in, or have any liability or other obligation (whether accrued, absolute, contingent, or otherwise) under, any (i) multiemployer plan (within the meaning of Section 3(37) of ERISA), (ii) multiple employer plan (within the meaning of Section 413(c) of the Code), (iii) multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA), (iv) plan that is subject to the provisions of Title IV of ERISA or Section 412 of the Code, or (v) a funded welfare plan within the meaning of Section 419 of the Code.

(g) The Business Entities have neither sponsored, maintained, administered, contributed to, had any obligation to contribute to, nor incurred any other material Liability under or with respect to any Plan which provides health, life or other coverage for former officers or Business Employees (or any spouse or former spouse or other dependent thereof), other than benefits required by Section 4980B of the Code, Part 6 of Title I of ERISA, or similar state Laws.

(h) With respect to each applicable Plan, (i) none of the Business Entities or any of their respective managers, directors, partners, officers, or employees have incurred any material Liability in connection with any non-exempt prohibited transaction, within the meaning of Section 4975 of the Code or Section 406 of ERISA (and not otherwise exempt under Section 408 of ERISA), (ii) there are no Actions pending, or, to the Knowledge of the Company, threatened or anticipated (other than routine claims for benefits) against any such Plan or fiduciary thereto or against the assets of any such Plan, and (iii) there are no audits, inquiries, or proceedings pending or, to the Knowledge of the Company, threatened by any Governmental Authority with respect to any Plan.

(i) There is no Plan, agreement, arrangement, or other Contract covering any Business Employee, and no payments have been made or will be made to any Business Employee, that, considered individually or considered collectively with any other Plan, agreement, arrangement, or contract or payments, will be, or could reasonably be expected to be, characterized as an excess parachute payment as defined in Section 280G of the Code (without regard to Subsection (b)(4) thereof). There is no written or unwritten agreement, arrangement, or other Contract by which the Business Entities are bound to compensate any individual for excise taxes paid pursuant to Section 4999 of the Code.

(j) Each nonqualified deferred compensation plan within the meaning of Section 409A(d)(1) of the Code has been operated since January 1, 2005 in good faith compliance with Section 409A of the Code (together with the guidance and regulations thereunder, including the final Treasury Regulations issued thereunder, Section 409A) and has been, since January 1, 2009, in documentary and operational compliance with Section 409A. There is no Contract, agreement, plan, or arrangement to which the Company or any of its ERISA Affiliates is a party, including the provisions of this Agreement, covering any current or former Business Employee or consultant or independent contractor of the Business Entities (or any of their respective beneficiaries), which individually or collectively could require the Company or any of its Affiliates to pay a Tax gross-up payment to any person for Tax-related payments under Section 409A of the Code.

(k) Except in connection with the treatment of Company Options as set forth in Section 3.01(b) of this Agreement, the execution of this Agreement and the consummation of the Transactions will not (either alone or together with any other event) entitle any current or former Business Employee or consultant or independent contractor of the Business Entities (or any of their respective beneficiaries) to severance pay, bonus, retirement, job security, or other compensation or accelerate the time of payment or vesting or trigger any funding obligation (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any Plan.

(l) Neither the Company nor any ERISA Affiliate currently, nor has the Company or any ERISA Affiliate ever had the obligation to, maintain, establish, sponsor, participate in, or contribute to any Plan that has been adopted or maintained by the Company or any ERISA Affiliate, whether informally or formally, or with respect to which the Company or any ERISA Affiliate will or may have any liability, for the benefit of Business Employees who perform services outside the United States.

Section 4.20. Labor Matters.

(a) Section 4.20(a) of the Company Disclosure Schedule sets forth an accurate and complete list of all current Business Employees with titles of Vice President or above, including each such employee s name, title, employing Business Entity, and present annual compensation (including bonuses, commissions, and deferred compensation). The employment of each current Business Employee with annual compensation in excess of $500,000 is terminable at will without notice, cost or liability to any Business Entity, except for payment of wages earned prior to the time of termination.

(b) None of the Business Entities is a party to any collective bargaining agreement, works council agreement or other similar labor-related Contract applicable to any Business Employee, and, to the Knowledge of the Company, there are no organizational campaigns, petitions, or other unionization activities seeking to authorize representation of any Business Employee. No work stoppage, slowdown, lockout, strike, or other material labor or similar activity or dispute concerning Business Employees is pending or threatened, and none has taken place since January 1, 2007. None of the Business Employees is represented by any works council or other form of collective employee representation.

(c) The Business Entities (i) are in compliance in all material respects with all Laws related to the employment of labor, including those related to wages, overtime regulations, hours of work, occupational safety and health, visa and work permit requirements; and (ii) are not liable for any material amount of arrears of wages or penalties for failure to comply with such Laws. There are no Actions pending or, to the Knowledge of the Company, threatened between any of the Business Entities or Related Entities and any of the Business Employees.

Section 4.21. Taxes.

(a) No Business Entity or Related Entity is liable under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law) for any Taxes solely by reason of such Business Entity or Related Entity being included at any time before the Closing Date in any consolidated, affiliated, combined, or unitary or other tax group with any Person that is not a Business Entity or a Related Entity.

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(b) All income and other material Tax Returns required to have been filed by the Business Entities or the Related Entities have been timely filed (taking into account any extension of time to file granted or obtained) and such Tax Returns were true, correct, and complete in all material respects. Each of the Business Entities and the Related Entities that has filed an income Tax Return as a partnership for federal or state income tax purposes was properly characterized as a partnership for federal or state income tax purposes with respect to the period it filed such income Tax Return, and each of the Business Entities and the Related Entities that has been treated on a Tax Return filed by a Business Entity or a Related Entity as an entity that is not separate from its owner for federal or state income tax purposes (also referred to as a disregarded entity) was properly so treated on such Tax Return.

(c) All material Taxes shown to be due and owing on any Tax Returns filed by the Business Entities or the Related Entities and all material Taxes otherwise due and owing by the Business Entities or the Related Entities have been timely paid or will be timely paid.

(d) There are no Tax liens on any assets of the Business Entities or on any assets of the Related Entities (other than Permitted Encumbrances).

(e) The Company has made available to Parent true and complete copies of (i) all income tax audit reports, statements of deficiencies, and closing or other agreements received by the Business Entities or the Related Entities for all periods ending on and after January 1, 2007, and (ii) all U.S. federal income and all California, Nevada, and Florida income or franchise Tax Returns for the Business Entities and the Related Entities for all periods ending on and after January 1, 2007, along with all applicable workpapers (including any workpapers prepared for purposes of Financial Accounting Standards Board Interpretation Number 48 (FIN 48) or otherwise).

(f) There are no material federal, state, local, or foreign or other audits, examinations, actions, or suits relating to Taxes or any Tax Returns of the Business Entities or the Related Entities now pending, and none of the Business Entities or Related Entities (i) has received any written notice of any threatened or proposed Tax audit, examination, refund litigation, claim, deficiency, assessment, or adjustment in controversy with respect to the Business Entities or the Related Entities for which the Business Entities or Related Entities have not made adequate provisions in the Audited Financial Statements or the Unaudited Financial Statements, as applicable, or (ii) to the Company s Knowledge, expects to receive written notice that it has not filed an income Tax Return or other material Tax Return or paid material Taxes required to be filed or paid by them.

(g) There is no written agreement in effect to extend the period of limitations for the assessment or collection of any income or other Tax for which the Business Entities or the Related Entities may be liable.

(h) None of the Business Entities or the Related Entities will have any continuing obligations under any Tax sharing agreement or Tax indemnity agreement following the Closing other than an agreement that is by and among Business Entities or by and among Related Entities (or by and among any of the Business Entities and any of the Related Entities) and that has been listed in Section 4.21(a) of the Company Disclosure Schedule.

(i) None of the Business Entities or the Related Entities is or has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(j) Within the past five (5) years, none of the Business Entities or the Related Entities has ever been either a distributing corporation or a controlled corporation within the meaning of Section 355 of the Code and with respect to a transaction described in Section 355 of the Code.

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(k) None of the Business Entities or Related Entities has entered into any (i) listed transaction, within the meaning of Section 6707A(c)(2) and Treasury Regulation Section 1.6011-4(b) or (ii) other transaction that has been similarly identified as a transaction having the potential for Tax avoidance in a published listing that has been publicly issued by a state, local, or other Governmental Authority.

(l) None of the Business Entities or the Related Entities has made an election under Section 108(i) of the Code.

(m) Each of the Business Entities and each of the Related Entities has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(n) All of the Business Entities and all of the Related Entities are domestic entities for all applicable U.S. federal income tax purposes.

(o) No Business Entity or Related Entity has received any private letter ruling from the Internal Revenue Service (or any comparable material ruling from any other Governmental Authority).

(p) No Business Entity or Related Entity will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date; (iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax law); (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) prepaid amount received on or prior to the Closing Date.

Section 4.22. Material Contracts.

(a) Section 4.22(a) of the Company Disclosure Schedule sets forth an accurate and complete list of each of the following written Contracts to which any Business Entity or Related Entity is a party in effect as of the date of this Agreement (such Contracts, together with the Leases and the Company IP Agreements, being Material Contracts):

(i) (A) any agreement with any Governmental Authority involving total annual payments in excess of $500,000, and (B) any operating agreement with a Governmental Authority whereby the Company is providing benefits to a Medicare or Medicaid beneficiary;

(ii) each Contract between any Business Entity or Related Entity, on the one hand, and any Payor, on the other hand;

(iii) each Contract between any Business Entity or Related Entity, on the one hand, and any Physician Partner, on the other hand, involving annual revenues, liabilities, payments, expenditures, or receipts in excess of $500,000;

(iv) any pharmacy benefit management agreement or material patient assistance program agreement involving annual expenditures in excess of $750,000;

(v) any agreement or policy for risk sharing or reinsurance with a professional reinsurance company;

(vi) any Contract with any of the top ten (10) Providers during 2011 to the Business Entities and Related Entities in each state in which any Business Entity or Related Entity operates (listed by expenditure by the Business Entities and Related Entities on a combined basis) in each of the following categories: (a) primary care physicians; (b) specialist physicians; (c) hospitals; (d) ambulatory surgery centers; (e) imaging; (f) other ancillary service providers; and (g) skilled nursing facilities and other extended care or subacute care facilities;

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(vii) any Contract under which a Business Entity or Related Entity is (A) a lessee of, or holds or uses, any machinery, equipment, vehicle, or other tangible personal property owned by a third person or entity or (B) a lessor of any tangible personal property owned by a Business Entity or Related Entity, in any case referred to in clauses (A) or (B) that requires future annual payments in excess of $750,000;

(viii) any Contract between a Business Entity or Related Entity and any employee or former employee, officer, manager, director, partner, individual consultant, or independent contractor of a Business Entity or a Related Entity (excluding any Contracts with Providers who are individual consultants or independent contractors) providing for aggregate compensation in excess of $500,000 in any twelve (12) month period (other than any unwritten Contract for the employment of any such employee or former employee implied at law);

(ix) any Contract for capital expenditures or the acquisition or construction of fixed assets which requires aggregate future payments in excess of $750,000 by a Business Entity or Related Entity;

(x) any Contract entered into other than in the ordinary course of business containing covenants of a Business Entity or Related Entity to indemnify or hold harmless another Person, unless such indemnification or hold harmless obligation to such Person, or group of Persons, as the case may be, is less than $500,000;

(xi) each acquisition or divestiture Contract that contains currently surviving representations, covenants, indemnities or other obligations (including earn-out or other contingent payment obligations) that are in effect on the date hereof, other than this Agreement, and could reasonably be expected to result in payments in excess of $500,000 individually or in the aggregate;

(xii) any Contract (A) that limits the right of a Business Entity or a Related Entity to engage in any material aspect of its business, (B) that limits the right of a Business Entity or Related Entity to participate or compete in any line of business, market, or geographic area, (C) pursuant to which a Business Entity or Related Entity has granted most favored nation pricing or other similar provision, or (D) that restricts a Business Entity or Related Entity from soliciting (1) potential employees, consultants (other than in the ordinary course of business with information technology consultants), or contractors or (2) other Payors or Providers;

(xiii) any Contract requiring aggregate future payments or expenditures by a Business Entity or Related Entity relating to cleanup, abatement, remediation, or similar actions in connection with environmental liabilities;

(xiv) any Contract that creates a joint venture with another Person (other than another Business Entity) or that creates a material partnership with another Person (other than another Business Entity);

(xv) any Contract under which a Business Entity or Related Entity is a purchaser or supplier of goods and services that, pursuant to the terms thereof, requires or could reasonably be expected to require future payments by such Business Entity or Related Entity in excess of $750,000 per annum;

(xvi) any Contract that relates to indebtedness for borrowed money, any credit agreement, note, bond, mortgage, indenture, or other similar instrument, or any guarantee with respect to an obligation of any other Person that is in effect and could reasonably be expected to result in payments by a Business Entity or Related Entity in excess of $500,000 individually or in the aggregate;

(xvii) any material Contract of a Business Entity or a Related Entity containing change of control or similar provisions that would be triggered by the Company s execution, delivery, or performance of this Agreement, the other Transaction Documents, or the consummation of the Transactions;

(xviii) any material Contract entered into since January 1, 2008, relating to the acquisition or disposition by a Business Entity or Related Entity of any business or any material assets, other than in the ordinary course of business (whether by merger, sale of stock or assets, or otherwise);

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(xix) any Contract entered into by a Business Entity or Related Entity other than in the ordinary course of business that (A) involves aggregate payments by or to a Business Entity or Related Entity in excess of $750,000 per annum or (B) by its terms does not terminate within one (1) year after the date of such Contract and is not cancelable during such period without material penalty or without material payment;

(xx) any Contract to which a Business Entity or a Related Entity is a party the termination or breach of which, or in respect of which the failure to obtain any consent required in connection with this Agreement, the other Transaction Documents, or any of the Transactions, would have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(xxi) any Contract that imposes any material standstill or similar obligation with respect to any class of equity securities of any Person on any Business Entity or any Related Entity;

(xxii) any Contract that grants a right of first refusal, first offer, or first negotiation, with respect to any assets, rights or properties of a Business Entity or Related Entity; and

(xxiii) all material Contracts (including with respect to Intercompany Indebtedness) between or among the Business Entities, on the one hand, and any Related Entity, on the other hand.

(b) The Company has made available to Parent true and complete copies of all Material Contracts and in cases where templates, forms of agreements, composites or summaries of such Material Contracts have been provided, such templates, forms of agreements, composites and summaries are true and accurate. Each Material Contract is valid and binding on the applicable Business Entity and any Related Entity that is a party thereto and, to the Knowledge of the Company, the counterparty thereto, and is in full force and effect. None of the Business Entities or the Related Entities is in material breach of, or material default under, any Material Contract to which it is a party.

Section 4.23. Government Contracts. All facts set forth or acknowledged by any representations, claims, or certifications submitted by or on behalf of any Business Entity or any Related Entity in connection with Government Contracts were accurate and truthful in all material respects as of their effective date. None of the Business Entities, the Related Entities, or, to the Company s Knowledge, any of their respective managers, directors, partners, officers, or other employees has (a) been declared ineligible or otherwise excluded from participation in the award of any Government Contract or from otherwise doing business with any Governmental Authority or (b) made any fraudulent statement (as such concept is defined under applicable Law) to any Governmental Authority in connection with any Government Contract or Government Contract Bid. Each Business Entity s and each Related Entity s costs (both direct costs and/or indirect costs) and all amounts previously charged to or presently carried as chargeable to any cost-reimbursable Government Contract are allowable in all material respects pursuant to 48 C.F.R. Part 31.

Section 4.24. Information Technology.

(a) The IT Systems have adequate capability and capacity as are required to enable the Business Entities and the Related Entities to carry on their business, in all material respects, in the manner and in the places in which such relevant parts of its business are currently carried on. The IT Systems are, to the Company s Knowledge, generally operating in substantial compliance with any applicable service level agreements, and have not since January 1, 2008, been infected by any material virus or other externally induced material malfunction, or been subject to any material breach of security, in each case that would have, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the functioning of the IT Systems taken as a whole. There has been no failure of any portion of the IT Systems that has resulted in a material disruption or interruption in the operation of the Company s business since January 1, 2008.

(b) Each Business Entity and each Related Entity has implemented commercially reasonable back-up, disaster recovery and business continuity plans, procedures, and facilities. The Company has made available to Parent written descriptions of the disaster recovery and business continuity plans and procedures of the Business Entities and Related Entities.

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(c) Each Business Entity and each Related Entity has maintained, continues to maintain, and has caused its vendors to maintain, at least industry standard safeguards against the destruction or loss of customer data or information in its possession or control. Each Business Entity and each Related Entity has maintained, continues to maintain, and has caused its vendors to maintain at least industry standard systems, security measures, and procedures to guard against the unauthorized access to or alteration of any customer data or information (including any personally identifiable information). To the Company s Knowledge, no Person has gained unauthorized access to any IT Systems or any customer data or information (including any personally identifiable information).

Section 4.25. Intercompany Transactions. Except for the Contracts set forth in Exhibit F, there are no Contracts or other arrangements between any Business Entity, on the one hand, and any Related Entity, on the other hand. Except for the Contracts set forth in Exhibit F, upon Closing no Related Entity will have any interest in any Asset or Contract of any Business Entity.

Section 4.26. Certain Interests. No Business Entity has any Liability to any officer or member of the board of managers (or equivalent body) of any Business Entity or any Related Entity or to any relative or spouse (or relative of such spouse) of any such officer or member of the board of managers (or equivalent body), other than obligations arising out of the employment (or former employment) of any such individual by such Business Entity or such individual s service (or former service) on such board of managers (or equivalent body).

Section 4.27. Insurance. Set forth in Section 4.27 of the Company Disclosure Schedule is a list of all material policies of insurance owned or held by the Business Entities or the Related Entities (the Insurance Policies), true and complete copies of which have been made available to Parent. With respect to each such Insurance Policy: (i) each Insurance Policy with respect to the Business Entities and Related Entities is legal, valid and binding in accordance with its terms and, except for policies that have expired under their terms in the ordinary course of business, is in full force and effect; (ii) no Business Entity or Related Entity is in material breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and, to the Company s Knowledge, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, under any such Insurance Policy; and (iii) no notice of cancellation or termination has been received by the applicable Business Entity or Related Entity and, to the Company s Knowledge, there has been no threatened termination of, or material premium increase with respect to, any of the Insurance Policies. There is no claim pending under any of the Insurance Policies as to which coverage has been questioned, denied, or disputed by the insurers of such policies.

Section 4.28. Brokers. Except for an arrangement with William J. Goss, no broker, finder, or investment banker is entitled to any brokerage, finder s, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any Business Entity.

Section 4.29. Payors and Vendors. Section 4.29 of the Company Disclosure Schedule lists, for the twelve (12) month periods ending on December 31, 2009, 2010, and 2011, (a) all health care service plans, health insurers, health maintenance organizations and/or other private or governmental third-party payors (the Payors) of the Related Entities, and (b) the top twenty (20) vendors based on actual expenditures for each of the Related Entities for such period. Section 4.29 of the Company Disclosure Schedule sets forth opposite the name of each such Payor and vendor the approximate percentage and dollar amount of annual revenues or purchases by the Related Entities attributable to such Payor and vendor for the applicable period(s). The Company has provided or will provide Parent with written notice of any Payor and vendor required to be listed in Section 4.29 of the Company Disclosure Schedule that, since December, 2010, (x) has indicated that it will terminate, not renew, cancel, or substantially decrease its business with the Related Entities or (y) has asserted a claim or notice of breach or default in writing against any Related Entity. All of the respective Contracts involving any of the Related Entities with such disclosed Payors and vendors are in writing and signed by or on behalf of the parties thereto, constitute valid, binding, and enforceable agreements of the Company and, to the Knowledge of the Company, the other parties thereto, and were entered into in the ordinary course of business. Such Contracts and

the compensation that is paid or received under such Contracts comply, in all material respects, with applicable Health Care Laws and other Laws.

Section 4.30. No Reliance. The Company acknowledges that neither Parent, Merger Sub, nor any of their respective directors, officers, employees, agents, advisors, or other representatives (the Representatives) has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Parent, Merger Sub, their assets, real property, or business, or other matters that is not included in this Agreement, the Parent Disclosure Schedule, or any certificate delivered pursuant hereto. Without limiting the generality of the foregoing, neither Parent, Merger Sub, nor any of their Representatives has made a representation or warranty to the Company, except as expressly covered by a representation or warranty set forth in ARTICLE V, the Parent Disclosure Schedule, or any certificate delivered pursuant hereto.

Section 4.31. Disclaimer of the Company. EXCEPT AS SET FORTH IN THIS ARTICLE IV AND IN ANY CERTIFICATE DELIVERED PURSUANT HERETO, THE COMPANY NEITHER MAKES NOR HAS MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT OF THE COMPANY COMMON UNITS, THE COMPANY OPTIONS, THE BUSINESS ENTITIES, THE RELATED ENTITIES, OR THE BUSINESS OF THE BUSINESS ENTITIES OR THE RELATED ENTITIES, AND ANY SUCH OTHER REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

OF PARENT AND MERGER SUB

Except as disclosed in the Parent SEC Reports filed as of the date hereof or the Parent Disclosure Schedule, Parent and Merger Sub hereby represent and warrant to the Company as follows:

Section 5.01. Organization and Authority of Parent and Merger Sub. Each of Parent and Merger Sub is a corporation or company duly organized and validly existing under the Laws of its jurisdiction of incorporation or organization and has all necessary corporate or other power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by each of Parent and Merger Sub of this Agreement and the other Transaction Documents to which it is a party, the performance by each of Parent and Merger Sub of its obligations hereunder and thereunder, and the consummation by each of Parent and Merger Sub of the Transactions have been duly authorized by all requisite action on the part of each of Parent and Merger Sub. This Agreement and the other Transaction Documents to which it is a party have been or will be duly executed and delivered by each of Parent and Merger Sub, and (assuming due authorization, execution and delivery by the Company and any other party thereto) this Agreement and the other Transaction Documents to which it is a party constitute a legal, valid, and binding obligation of each of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

Section 5.02. No Conflict. Assuming that all Consents and other actions described in Section 5.03 have been obtained or made and any applicable waiting period under the HSR Act has expired or been terminated and, except as may result from any facts or circumstances relating solely to the Company or its Affiliates, the execution, delivery, and performance by each of Parent and Merger Sub of this Agreement and the other Transaction Documents to which it is a party (including the consummation by Parent and Merger Sub of the Transactions) does not and will not (a) violate, conflict with, or result in the breach of any provision of the Governing Documents of Parent or Merger Sub, (b) conflict with or violate in any material respect any material Law applicable to Parent or Merger Sub, or (c) conflict in any material respect with, result in any material breach

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of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any material Contract to which either Parent or Merger Sub is a party.

Section 5.03. Governmental Consents and Approvals. The execution, delivery, and performance by each of Parent and Merger Sub of this Agreement and the other Transaction Documents to which it is a party (including the consummation by Parent and Merger Sub of the Transactions) does not and will not require any Consent of or to or action by any Governmental Authority, except for (i) applicable requirements of the Exchange Act, including the filing with the SEC of the Registration Statement, (ii) any filings required under state securities Laws, (iii) the filing and recordation of appropriate merger documents as required by the CLLCA and appropriate documents with the relevant authorities of other states in which the Company or any Subsidiary is qualified to do business, (iv) any filings required by the NYSE, (v) the premerger notification and waiting period requirements of the HSR Act, (vi) applicable requirements, if any, of Health Care Laws set forth on Section 4.07 of the Company Disclosure Schedule, (vii) applicable requirements, if any, of any Program in which Parent or any Parent Subsidiary participates, (viii) where the failure to obtain, file for, or request such Consent would not prevent or materially delay the consummation by Parent of the Transactions, and (vii) as are necessary as a result of any facts or circumstances relating solely to the Company or any of its Affiliates.

Section 5.04. SEC Filings. Since January 1, 2009, Parent has timely filed all reports, registrations, statements, prospectuses, forms, schedules, and other documents, together with any amendments required to be made with respect thereto, that were or are required to be filed with the SEC, including Forms 10-K, Forms 10-Q, and Forms 8-K (collectively, the Parent SEC Reports). All of the Parent SEC Reports are publicly available on the SEC s EDGAR system. There are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Parent SEC Reports and, to the Knowledge of Parent, none of the Parent SEC Reports is the subject of any ongoing SEC review, other than, in each case, with respect to confidential treatment requests. Assuming the accuracy of the Company s representation set forth in Section 4.11, the Parent SEC Reports (i) were or will be filed or furnished on a timely basis, (ii) at the time filed or furnished, were or will be prepared in compliance as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as the case may be, and (iii) did not or will not at the time they were or are filed or furnished contain any untrue statement of a material fact or omit to state a material fact required to be stated in such Parent SEC Reports or necessary in order to make the statements in such Parent SEC Reports, in the light of the circumstances under which they were made, not misleading. Parent is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act and all applicable listing and corporate governance rules and regulations of the NYSE.

Section 5.05. Capitalization.

(a) The authorized capital stock of Parent consists of (i) 450,000,000 shares of Parent Common Stock and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share (Parent Preferred Stock and, together with Parent Common Stock, the Parent Capital Stock). Other than Parent Capital Stock, there are no shares of capital stock authorized, issued, or outstanding. As of April 30, 2012, there were outstanding (i) 94,022,099 shares of Parent Common Stock, (ii) no shares of Parent Preferred Stock and (iii) 9,355,470 stock-settled stock appreciation rights and stock options, 17,500 cash-settled stock appreciation rights, and 489,527 stock units granted and outstanding under the 2011 Incentive Award Plan. All outstanding shares of Parent Capital Stock have been, and all shares of Parent Capital Stock that may be issued pursuant to any stock plan of Parent or other compensation plan or arrangement will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued and are fully paid and nonassessable.

(b) There are no outstanding bonds, debentures, notes or other indebtedness of Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of Parent may vote.

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Section 5.06. Financial Statements.

(a) Each of the consolidated financial statements (including, in each case, any related notes and schedules) of Parent contained in the Parent SEC Reports at the time filed, or if amended, at the time of filing of such amendment (the Parent Financial Statements) (a) complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto (including Regulation S-X), (b) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved and at the dates involved (except as may be indicated in the notes to such financial statements or, in the case of unaudited statements, as permitted by the SEC on Form 10-Q under the Exchange Act), and (c) fairly presented the consolidated financial position of Parent and the consolidated Parent Subsidiaries as of the dates thereof and the consolidated statement of operations, cash flows, and changes in stockholders equity for the periods indicated, consistent with the books and records of Parent and the Parent Subsidiaries, except that the unaudited interim financial statements were or are subject to normal year-end adjustments which were not or will not be material in amount or effect.

(b) Neither Parent nor any of the Parent Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership, or any similar contract or arrangement (including any Contract relating to any transaction or relationship between or among Parent and any of the Parent Subsidiaries, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose, or limited purpose entity or person, on the other hand, or any off-balance sheet arrangements (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or effect of such contract or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, Parent or any of the Parent Subsidiaries, in the Parent Financial Statements or the Parent SEC Reports.

Section 5.07. Information Provided.

(a) The information supplied by or on behalf of Parent (i) for inclusion or incorporation in the Registration Statement, or (ii) for inclusion or incorporation in the Financing Registration Statement or any amendment or supplement thereto, shall not at the time such registration statement becomes or is declared effective by the SEC (or, with respect to any post-effective amendment or supplement, at the time such post-effective amendment or supplement becomes effective) contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The information supplied by or on behalf of Parent for inclusion in the Prospectus, or any amendment or supplement thereto, to be sent to the Members in connection with the Merger and the other Transactions shall not, on the date the Prospectus is first mailed to the Members and at the time of the Member Approval, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading

Section 5.08. Absence of Undisclosed Liabilities. There are no Liabilities of Parent or the Parent Subsidiaries that would be required to be reflected on or reserved against or disclosed in the notes to a consolidated balance sheet of Parent or the Parent Subsidiaries prepared in accordance with GAAP, other than Liabilities (a) reflected or properly reserved against in the Parent Financial Statements or (b) incurred since December 31, 2011 in the ordinary course of business of Parent or the Parent Subsidiaries consistent with past practice.

Section 5.09. Conduct in the Ordinary Course. Except as otherwise contemplated, required, or permitted by this Agreement, since December 31, 2011, (a) the business of Parent and the Parent Subsidiaries has been conducted in the ordinary course and consistent with past practice and (b) there has not occurred, nor has any event or circumstance occurred that would have, or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

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Section 5.10. Financing. Parent has delivered to the Company true, correct and complete fully executed copies of the commitment letters, related term sheets, and all other related letter agreements or other agreements in effect on the date hereof (including all exhibits, schedules, annexes, and amendments thereto), which may be redacted with respect to agent or arranger fees payable solely to JPMorgan or discounts payable to all underwriters or initial purchasers with respect to the Unsecured Financing (collectively, the Financing Letter) from JPMorgan Chase Bank, N.A. (the Lender) and J.P. Morgan Securities LLC (JPMorgan Securities and together with the Lender, JPMorgan), pursuant to which, upon the terms and subject to the conditions set forth in the Financing Letter, (i) the Lender has committed to provide a portion of debt financing in the form of loans in the aggregate amount set forth in the Financing Letter (the debt financing in such amount, the Committed Financing), (ii) JPMorgan Securities has agreed to use commercially reasonable efforts to arrange debt financing on an uncommitted basis in the form of loans in an aggregate principal amount set forth therein for the purpose of financing the Transactions and the other purposes set forth in such Financing Letter (the debt financing in such amount, the Syndicated Senior Secured Financing and, together with the Committed Financing, collectively the Senior Secured Financing), and (iii) Parent has engaged JPMorgan Securities on an uncommitted basis to act as bookrunning manager, underwriter, placement agent, and/or initial purchaser in connection with the issuance and sale of unsecured debt securities in the principal amount set forth therein (the Unsecured Financing Amount) for the purpose of financing the Transactions and the other purposes set forth in such Financing Letter (the issuance and sale of such unsecured debt securities, the Unsecured Financing and, together with the Senior Secured Financing, the Financing). The Financing Letter has been duly executed and delivered by and constitutes the legal, valid, and binding obligation of each of Parent and, to the Knowledge of Parent, each of the Lender and JPMorgan Securities to the extent a party thereto. The Financing Letter has not, as of the date hereof, been withdrawn, rescinded, or terminated or otherwise amended, supplemented, or modified in any respect. As of the date of this Agreement, neither Parent nor Merger Sub has any reason to believe that any of the conditions in the Financing Letter will not be satisfied, or that the Financing will not be made available on a timely basis in order to consummate the Transactions. As of the date of this Agreement, neither the Lender nor JPMorgan Securities has notified Parent or Merger Sub in writing of its intention to withdraw the Financing Letter. As of the date hereof, if the Financing were consummated on the date hereof, the net proceeds thereof, together with available cash, would be sufficient to fully pay in cash all amounts required to be paid in cash by Parent and Merger Sub to consummate the Transactions, including as required by Section 3.04(a). As of the date hereof, other than the Financing Letter and the Existing Credit Agreement (as defined in the Credit Facility Financing Letter) and the financing documents related to and contemplated by the Existing Credit Agreement but not entered into in connection with the Merger, there are no agreements, side letters, understandings, or arrangements that establish legally binding terms of or conditions with respect to the Financing to which Parent, Merger Sub, or any of their respective Affiliates is a party. As of the Closing Date, if the Financing were consummated on or before the Closing Date, Parent will have all necessary funds to make each payment required by Section 3.06 when due. As of the Closing Date, there will exist no express restriction in the Financing Agreement or any other material agreement by which Parent is bound on Parent s ability to make any payment required by Section 3.06. As of the date hereof, to the Knowledge of Parent, the making of any payment required by Section 3.06 would not constitute a material breach of or default under any material agreement to which Parent is a party or a material violation of Law to which Parent or any of its properties is subject, other than the Existing Credit Agreement (as defined in the Credit Facility Financing Letter) and the financing documents related to and contemplated by the Existing Credit Agreement but not entered into in connection with the Merger.

Section 5.11. Healthcare Regulatory Compliance.

(a) Parent and the Parent Subsidiaries are in compliance with, in all material respects, any Health Care Laws which regulate their operations, activities, or services, and any Governmental Orders pursuant to any Health Care Laws applicable to Parent, the Parent Subsidiaries, or any assets owned by any of them.

(b) (i) Neither Parent nor the Parent Subsidiaries (A) have, since January 1, 2006, received any written communication from a Governmental Authority that alleges that Parent or the Parent Subsidiaries have committed a material violation of any Health Care Laws, (B) to the Knowledge of Parent, is under an

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investigation by a Governmental Authority that alleges that Parent or a Parent Subsidiary has committed a material violation of any Health Care Laws, (C) except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect, been charged with any act that would subject Parent or the Parent Subsidiaries to liability for criminal or civil money penalties, mandatory exclusion, permissive exclusion, or other administrative sanctions under any Health Care Laws, or (D) is currently, nor, since January 1, 2006, has been a party or subject to a corporate integrity agreement required by the Office of Inspector General of the United States Department of Health and Human Services or similar agreement or consent order of any other Governmental Authority, and, (ii) neither Parent nor any Parent Subsidiary has any reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority for an alleged violation of any Health Care Laws. As of the date hereof, there are no restrictions imposed by any Governmental Authority upon the business, activities, or services of Parent or any Parent Subsidiary that would prevent Parent or any Parent Subsidiary from operating as it currently operates or intends to operate.

(c) During the three (3) years prior to the date of this Agreement, Parent and the Parent Subsidiaries have timely filed all reports, statements, documents, registrations, filings, and submissions required to be filed by them under applicable Laws (including Health Care Laws), except where the failure to do so would not reasonably be expected to be material to the operation of Parent s business enterprise taken as a whole. Each of such filings were complete, correct and in compliance with applicable Law and no deficiencies or Liabilities have been asserted by any Governmental Authority with respect thereto, except as would not reasonably be expected to be material to the operation of Parent s business enterprise taken as a whole.

(d) To the Knowledge of Parent, (A) neither Parent nor any of the Parent Subsidiaries is currently suspended, excluded or debarred from contracting with the federal or any state government, (B) neither Parent nor any of the Parent Subsidiaries has received written notice from any of the Programs relating to any investigations or Action that would result in any Parent or any Parent Subsidiary or any Person employed by or contracting with Parent or any Parent Subsidiary being excluded or debarred from any such Programs, and (C) none of the current employees of, or independent contractors providing services to, Parent or any Parent Subsidiary: (i) has been excluded, debarred or otherwise suspended from participating in a Program, or (ii) has engaged in any activity that would reasonably be expected to subject Parent or any Parent Subsidiary to civil money penalties under applicable Health Care Laws, mandatory exclusion, or permissive exclusion from a Program.

(e) (i) The billing practices of Parent and Parent Subsidiaries are in compliance with all applicable Health Care Laws; (ii) no billing audits or audits by recovery audit contractors have occurred within three (3) years prior to the date hereof nor are any such audits currently ongoing, noticed to Parent or any Parent Subsidiary or, to the Knowledge of Parent, threatened; (iii) Parent and the Parent Subsidiaries are in compliance with their respective patient grievance programs; and (iv) no balance billing has been done by Parent or any Parent Subsidiary unless permitted contractually and by Law, i.e., no billing of patients for balances due in excess of payments by Payors where such billing is prohibited by the terms of Payor contracts of Parent or any Parent Subsidiary or applicable Health Care Law.

(f) Parent, and to the Knowledge of Parent, each of the Providers employed by or contracting with Parent or any Parent Subsidiary, meet all requirements of participation and payment of the applicable Programs and other third party payment programs and are a party to valid participation agreements for payment by such payment programs. There is no civil, criminal, administrative, or other action, suit, demand, claim, hearing, notice of violation, proceeding, notice or demand pending, received or, to the Knowledge of Parent, threatened against Parent or any Parent Subsidiary or, to the Knowledge of Parent, any employed or contracted Provider, that could result in Parent s, any Parent Subsidiary s or Provider s exclusion or debarment from participation in any of the Programs or other third party payment programs. To the Knowledge of Parent, there is no pending civil or criminal investigation of any employed or contracted Providers, or, to the Knowledge of Parent, any investigation relating in any way to any violation of any Health Care Laws by employed or contracted Providers.

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(g) Parent and the Parent Subsidiaries have compliance programs reasonably designed to cause Parent and the Parent Subsidiaries and their respective agents, employees, and downstream contractors to be in compliance with all applicable Health Care Laws.

(h) To the Knowledge of Parent, no managers, directors, partners, members, or officers of Parent or any Parent Subsidiary nor any of their respective agents or employees has directly or indirectly made or offered to make, or solicited or received, any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or inducement to any Person or entered into any financial arrangement, regardless of form, including any fee-splitting arrangement with, any actual or potential patient, Provider, supplier, governmental employee, Medicare or Medicaid beneficiaries or other actual or potential insureds, or other Person in a position to assist or hinder Parent and/or the Parent Subsidiaries in connection with any actual or proposed transaction or to any political party, political party official or candidate for federal, state or local public office: (i) in violation of the federal Anti-Kickback Statute, 42 U.S.C. §1320a-7b, the federal Physician Self-Referral (Stark) Law, 42 U.S.C. §1395nn, the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), or any analogous state or federal Laws; or (ii) to obtain or maintain favorable treatment in securing business in violation of any applicable Health Care Law.

Section 5.12. Government Contracts. All facts set forth or acknowledged by any representations, claims, or certifications submitted by or on behalf of Parent or any of the Parent Subsidiaries in connection with Parent Government Contracts were accurate and truthful in all material respects as of their effective date. None of Parent, the Parent Subsidiaries, or, to Parent s Knowledge, any of their respective managers, directors, partners, officers, or other employees has (a) been declared ineligible or otherwise excluded from participation in the award of any Parent Government Contract or from otherwise doing business with any Governmental Authority or (b) made any fraudulent statement (as such concept is defined under applicable Law) to any Governmental Authority in connection with any Parent Government Contract or Parent Government Contract Bid. Parent s and each of the Parent Subsidiaries costs (both direct costs and/or indirect costs) and all amounts previously charged to or presently carried as chargeable to any cost-reimbursable Parent Government Contract are allowable in all material respects pursuant to 48 C.F.R. Part 31.

Section 5.13. Litigation. There is no Action by or against Parent or any of its Affiliates pending or, to the Knowledge of Parent, threatened, that would (i) materially and adversely affect the legality, validity, or enforceability of this Agreement or the other Transaction Documents to which it is a party or the consummation of the Transactions, or (ii) result, or would reasonably be expected to result, in any Liability which would be material to Parent or the Parent Subsidiaries, taken as a whole.

Section 5.14. Ownership of Merger Sub; No Prior Activities. Merger Sub was formed solely for the purpose of entering into this Agreement and engaging in the Transactions. The issued and outstanding limited liability company interest of Merger Sub is validly issued, fully paid, and nonassessable and is wholly owned, beneficially and of record, by Parent or one or more wholly owned Parent Subsidiaries. Except for obligations and liabilities incurred in connection with its formation, this Agreement, and the Transactions, Merger Sub has not and will not have incurred, directly or indirectly, any obligations or liabilities or engaged in any business activities of any type or kind whatsoever or entered into any agreements or arrangements with any Person that would impair in any material respect the ability of each of Parent and Merger Sub, as the case may be, to perform its respective obligations under this Agreement or prevent or materially delay the consummation of the Transactions.

Section 5.15. Brokers. Except for J.P. Morgan Securities LLC, no broker, finder, or investment banker is entitled to any brokerage, finder s, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Parent. Parent is solely responsible for the fees and expenses of J.P. Morgan Securities LLC.

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Section 5.16. No Reliance. Each of Parent and Merger Sub acknowledges that neither the Company nor any of its Representatives has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Business Entities, Related Entities, their assets, real property, or business, or other matters that is not included in this Agreement, the Company Disclosure Schedule, or any certificate delivered pursuant hereto. Without limiting the generality of the foregoing, neither the Company nor any of its Representatives has made a representation or warranty to Parent or Merger Sub with respect to (a) any projections, estimates or budgets for the Business Entities or Related Entities businesses or (b) any material, documents or information relating to the Business Entities and Related Entities made available to Parent or Merger Sub or their counsel, accountants, or advisors in the Company s electronic data room, management presentations, or otherwise, except as expressly covered by a representation or warranty set forth in ARTICLE IV, the Company Disclosure Schedule, or any certificate delivered pursuant hereto.

Section 5.17. Disclaimer of Parent and Merger Sub. EXCEPT AS SET FORTH IN THIS ARTICLE V AND IN ANY CERTIFICATE DELIVERED PURSUANT HERETO, NEITHER PARENT NOR MERGER SUB MAKES NOR HAS MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT OF PARENT COMMON STOCK, PARENT, MERGER SUB, OR THE BUSINESS OF PARENT AND THE PARENT SUBSIDIARIES, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Conduct of Business Prior to the Closing.

(a) The Company covenants and agrees that, except as described in Section 6.01(a) of the Company Disclosure Schedule, as expressly contemplated, permitted, or required by this Agreement, or as required by applicable Law, between the date hereof and the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company shall, and shall cause each Business Entity and Related Consolidated Entity to (i) conduct its business in the ordinary course in all material respects, (ii) use its commercially reasonable efforts to preserve intact in all material respects the business organization and operations of such Business Entity or Related Consolidated Entity, and (iii) use its commercially reasonable efforts to keep available the services of key employees and to preserve the relationships with Payors, Providers, and others having business dealings with such Business Entity or Related Consolidated Entity; provided, however, that no action by such Business Entity or Related Consolidated Entity with respect to matters specifically addressed by any provision of Section 6.01(b) shall be deemed a breach of this Section 6.01(a) unless such action would constitute a breach of one or more of the provisions of Section 6.01(b).

(b) Without limiting the generality of the foregoing, except as described in Section 6.01 of the Company Disclosure Schedule, as expressly contemplated, permitted, or required by this Agreement, or as required by applicable Law, the Company covenants and agrees that, between the date hereof and the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, without the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned, or delayed), none of the Business Entities or Related Consolidated Entities shall, and the Company shall cause each Business Entity and Related Consolidated Entity not to:

(i) amend or restate the Governing Documents of any Business Entity or Related Consolidated Entity;

(ii) make or pay any dividend or other distribution in cash with respect to any of its equity interests if, as a result of such dividend or other distribution, the Net Working Capital minus the Indebtedness Amount would reasonably be expected to be less than the Target, other than quarterly tax distributions in the ordinary course of business and consistent with past practice;

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(iii) issue, sell, transfer, pledge, or otherwise dispose of any equity interests, notes, bonds, or other securities of any Business Entity or Related Consolidated Entity (or any option, warrant, or other right to acquire the same) or redeem or repurchase any of the equity interests of any Business Entity or Related Consolidated Entity, other than, in each case, (x) transactions between or among Business Entities and Related Consolidated Entities, (y) exercises of Company Options and issuance of Company Common Units in connection therewith, and (z) granting of Stock-Based Awards in accordance with, and subject to, the terms and conditions set forth in Section 6.18(a);

(iv) effect any recapitalization, reclassification, stock split, or like change in the capitalization of any Business Entity or Related Consolidated Entity;

(v) make any change in any method of accounting or accounting practice or policy used by any Business Entity or Related Consolidated Entity, other than such changes as are required by GAAP or a Governmental Authority;

(vi) make, or enter into any new commitment for, any individual capital expenditures in excess of $750,000 or $15,000,000 in the aggregate;

(vii) acquire (i) by merger or consolidation, by the purchase of all or a substantial portion of its assets or equity interests, or by any other manner any business or any Person or (ii) any assets in excess of $1,000,000;

(viii) transfer, sell, lease, license, subject to any Encumbrance (other than Permitted Encumbrances), or otherwise dispose of any properties or assets that are material, in the aggregate, to any Business Entity or Related Consolidated Entity, other than in the ordinary course of business and consistent with past practice and other than obsolete properties or assets;

(ix) incur or assume any Liabilities, obligations, or indebtedness for borrowed money or guarantee or otherwise provide credit support in respect of any such Liabilities, obligations, or indebtedness, other than in the ordinary course of business and consistent with past practice;

(x) except as required to comply with Plans existing on the date hereof that have been disclosed to Parent, (i) increase the compensation payable or to become payable (including bonus grants and retention payments) or increase or accelerate the vesting of any benefits provided, or pay or award any payment or benefit not required as of the date hereof by a Plan, to its current and former managers, directors, partners, officers, or employees, (ii) grant any severance or termination pay or retention payments or benefits to, or enter into or amend or terminate any employment, severance, retention, change in control, consulting, or termination Contract with, any current or former manager, director, partner, officer or other employee of the Business Entities or Related Consolidated Entities, (iii) establish, adopt, enter into, amend or terminate any bonus, profit-sharing, thrift, compensation, unit option, pension, retirement, deferred compensation, employment, termination, severance or other plan, Contract, trust, fund or policy for the benefit of any current or former manager, director, partner, officer or employee, (iv) pay or make, or agree to pay or make, any accrual or other arrangement for, or take, or agree to take, any action to fund or secure payment of, any severance pension, indemnification, retirement allowance, or other benefit, or (v) terminate the employment (other than for cause), change the title, office, or position, or materially reduce the responsibilities of any key employee or any other officer or other key personnel of the Business Entities or Related Consolidated Entities;

(xi) grant or announce any increase or decrease in the salaries, bonuses, or other benefits payable by any Business Entity or Related Consolidated Entity to any employee of any Business Entity or Related Consolidated Entity, other than (x) in the ordinary course of business and consistent with past practice or (y) as set forth in Section 6.01(b)(xi) of the Company Disclosure Schedule;

(xii) establish, adopt, or enter into any collective bargaining agreement or other labor union Contract;

(xiii) enter into or materially modify any Contract with any of its officers or members of the board of managers (or equivalent body) (or, to the Company s Knowledge, with any relative, spouse, beneficiary, or

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Affiliate of such Persons), other than obligations incidental to the employment (or former employment) of any such individual by such Business Entity or Related Consolidated Entity or such individual s service (or former service) on such board of managers (or equivalent body);

(xiv) other than in the ordinary course of business and consistent with past practice, fail to exercise any rights of renewal with respect to any Leased Real Property that by its terms would otherwise expire;

(xv) commence any suit, arbitration, or other proceeding or amend, terminate, settle, or compromise any claim by or against any Business Entity or Related Consolidated Entity, other than in the ordinary course of business, and other than to enforce the rights of the Company under this Agreement, in each case involving an amount in excess of $750,000 or involving injunctive or other equitable relief or a finding or admission of any violation of applicable Law or violation of the rights of any Person;

(xvi) enter into, extend, materially amend, waive any material provision of, cancel, or terminate any Material Contract, employment, bonus, or other compensation Contract, or any Contract that if entered into prior to the date hereof would be a Material Contract, other than in the ordinary course of business and consistent with past practice;

(xvii) fail to keep in force insurance policies or replacement or revised provisions providing insurance coverage consistent in all material respects with respect to the assets, operations, and activities of the Business Entities or Related Consolidated Entities as are currently in effect or fail to report any claim to the applicable insurance carriers, including all risk retention group carriers;

(xviii) adopt a plan or resolutions providing for a complete or partial liquidation, dissolution, or other reorganization of any Business Entity or Related Consolidated Entity;

(xix) make or change any Tax election, change any annual accounting period, adopt or change any accounting method for Tax purposes, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, if such election, adoption, change, amendment, agreement, settlement, surrender, or consent would have the effect of increasing the Tax liability of any Business Entity or a Related Consolidated Entity for any period ending after the Closing Date or decreasing any Tax attribute of any Business Entity or a Related Consolidated Entity existing on the Closing Date; or

(xx) agree to take any of the actions specified in Section 6.01(b)(i) -(xix).

Section 6.02. Member Meeting; Section 280G Approval.

(a) As soon as reasonably practicable following the Registration Statement being declared effective under the Securities Act by the SEC, (i) the Company shall cause a meeting of its members (the Member Meeting) to be duly called and held in accordance with the Governing Documents of the Company and applicable Law, for the purpose of voting on the Member Approval, (ii) the Company shall mail to its Members the Prospectus and such documentation as is required by Law or the Company s Governing Documents prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law, and (iii) the Company Board shall recommend the Member Approval by the members of the Company. In connection with the Member Meeting, the Company shall use its commercially reasonable efforts to obtain the Member Approval and shall otherwise comply in all material respects with all Laws applicable to the Member Meeting.

(b) The Company shall use its commercially reasonable efforts to obtain and deliver to Parent, prior to mailing or delivering the stockholder solicitation proposals described in Section 6.02(c) below to the stockholders of DNH Medical Management, Inc. and JSA Holdings, Inc., a Parachute Payment Waiver from each Person who is or reasonably could be, with respect to DNH Medical Management, Inc. or JSA Holdings, Inc., a disqualified individual, as determined immediately prior to the initiation of the stockholder solicitation required by subsection (c) below, and who reasonably might otherwise receive, have received, or have the right or entitlement to receive a parachute payment under Section 280G of the Code.

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(c) With respect to each of DNH Medical Management, Inc. and JSA Holdings, Inc., no later than thirty (30) days prior to the Closing, the Company shall mail or deliver a stockholder solicitation proposal to be voted on by the stockholders of the respective entity in accordance with the terms of Section 280G(b)(5)(B) of the Code so as to render the parachute payment provisions of Section 280G of the Code inapplicable to any and all payments and/or benefits provided pursuant to Contracts or arrangements of each individual who executes a Parachute Payment Waiver that, in the absence of the executed Parachute Payment Waivers by the affected Persons under subsection (b) above, might otherwise reasonably result, separately or in the aggregate, in the payment of any amount and/or the provision of any benefit that would not be deductible by reason of Section 280G of the Code (which determination shall be made by the Company and shall be subject to review and approval by Parent which shall not be unreasonably withheld, conditioned, or delayed), with such stockholder approval to be solicited in a manner which satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and the Treasury Regulations thereunder, including Q-7 of Section 1.280G-1 of the Treasury Regulations.

Section 6.03. No Solicitation of Competing Transactions. From the date hereof until the Closing or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company shall not, and shall cause each other Business Entity and Related Consolidated Entity and its and their respective Representatives not to, directly or indirectly, (a) initiate, solicit, or encourage any proposal or any inquiry that may reasonably be expected to lead to any proposal concerning the sale of any Business Entity or Related Consolidated Entity or any business thereof (whether by way of merger, purchase of equity interests, purchase of assets, or otherwise) or a sale of any material assets of any Business Entity or Related Consolidated Entity or any transaction the consummation of which would be inconsistent with or interfere with or prevent or delay, in any way whatsoever, the consummation of the Transactions (a Competing Transaction); or (b) hold any discussions or enter into any Contracts or other arrangements with, or provide any information or respond to, any third party concerning a proposed Competing Transaction or cooperate in any way with, agree to, assist or participate in, solicit, consider, entertain, facilitate, or encourage any effort or attempt by any third party to do or seek any of the foregoing. If at any time from the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company or any Affiliate thereof is approached in any manner by a third party concerning a Competing Transaction, the Company shall promptly, and in any event within twenty-four (24) hours of such contact, inform such third party of the restrictions set forth in this Section 6.03 and inform Parent regarding such contact.

Section 6.04. Access to Information.

(a) The terms of the mutual non-disclosure agreement, dated as of June 8, 2011 (the Confidentiality Agreement), between the Company and Parent, are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect as provided in Section 9.02 hereof in accordance with its terms.

(b) Subject to the Confidentiality Agreement, from the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, upon reasonable notice, the Company shall, and shall cause each Business Entity and Related Consolidated Entity and each of their respective Representatives to (i) afford Parent and its authorized Representatives reasonable access to the officers, personnel, properties, Contracts, and books and records of the Business Entities and Related Consolidated Entities and (ii) furnish to the authorized Representatives of Parent such additional financial and operating data and other information regarding the Business Entities and Related Consolidated Entities (or copies thereof) as Parent and its authorized Representatives may from time to time reasonably request; provided, however, that any such access or furnishing of information shall be conducted at Parent s expense, during normal business hours and in such a manner as not to interfere unreasonably with the normal operations of the Business Entities or Related Consolidated Entities. Notwithstanding anything to the contrary in this Agreement, the Company shall not be required to provide any such access or disclose any such information to Parent if such

disclosure would (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Laws (including any Health Care Laws), fiduciary duty, or binding confidentiality agreement entered into prior to the date hereof (but shall use commercially reasonable efforts to provide Parent with alternative disclosure sufficient to convey the economic effect of the matter). When accessing any of the properties of the Business Entities or Related Consolidated Entities, Parent shall, and shall use reasonable efforts to cause its Representatives to, comply with all safety and security requirements for such property.

(c) Subject to the Confidentiality Agreement, from the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, upon reasonable notice, Parent shall, and shall cause its Representatives to (i) afford the Company and its authorized Representatives reasonable access to the officers, personnel, properties, Contracts, and books and records of Parent and the Parent Subsidiaries and (ii) furnish to the authorized Representatives of the Company such additional financial and operating data and other information regarding Parent and the Parent Subsidiaries (or copies thereof) as the Company and its authorized Representatives may from time to time reasonably request; provided, however, that any such access or furnishing of information shall be conducted at the Company s expense, during normal business hours and in such a manner as not to interfere unreasonably with the normal operations of Parent s business. Notwithstanding anything to the contrary in this Agreement, Parent shall not be required to provide any such access or disclose any such information to the Company if such disclosure would (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Laws (including any Health Care Laws), fiduciary duty, or binding confidentiality agreement entered into prior to the date hereof (but shall use commercially reasonable efforts to provide the Company with alternative disclosure sufficient to convey the economic effect of the matter). When accessing any of the properties of Parent or the Parent Subsidiaries, the Company shall, and shall use reasonable efforts to cause its Representatives to, comply with all safety and security requirements for such property.

Section 6.05. Certain Notifications.

(a) From the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company shall promptly notify Parent in writing of its becoming aware of any fact, change, condition, circumstance, or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Section 7.02 becoming incapable of being satisfied.

(b) From the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, Parent shall promptly notify the Company in writing of its becoming aware of any fact, change, condition, circumstance, or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Section 7.01 becoming incapable of being satisfied.

(c) Each party shall give prompt notice to each other party of the status of matters relating to the consummation of the Transactions, including promptly furnishing the other with copies of notices or other communications received by such party from any Governmental Authority or other third party with respect to this Agreement or the consummation of the Transactions.

Section 6.06. Regulatory and Other Authorizations; Notices and Consents.

(a) Each party hereto agrees to, and shall cause its respective Affiliates to, use its commercially reasonable efforts to (i) promptly obtain all Consents of all Governmental Authorities that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement, including taking steps necessary to avoid or eliminate impediments under any antitrust, competition, or trade regulation Law that may be asserted by any Governmental Authority and to avoid the entry of, and the commencement of litigation seeking the entry of, or to effect the dissolution of, any injunction, temporary

restraining order, or other order in any suit or proceeding that would otherwise have the effect of materially delaying or preventing the consummation of the Transactions, (ii) cooperate fully with the other party in promptly seeking to obtain all such Consents, and (iii) provide such other information to any Governmental Authority as such Governmental Authority may reasonably request in connection herewith. Each party hereto agrees to, and shall cause its respective Affiliates to, make its respective filing, if necessary, pursuant to the HSR Act with respect to the Transactions as promptly as reasonably practicable after the date hereof and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the HSR Act. Each party hereto agrees to, and shall cause its respective Affiliates to, make as promptly as practicable its respective filings and notifications, if any, and cooperate with the other parties hereto if required for making such filings under any other applicable antitrust, competition, or trade regulation Law (together with the HSR Act, the Antitrust Laws) and to supply as promptly as practicable to the appropriate Governmental Authorities any additional information and documentary material that may be requested pursuant to the applicable Antitrust Law. Parent shall pay the filing fees required under the HSR Act and all other filing fees required by any Governmental Authority in connection with such Consents.

(b) To the extent permitted by applicable Law and subject to all applicable privileges (including the attorney-client privilege), each party to this Agreement shall promptly notify the other party of any communication it or any of its Affiliates receives from any Governmental Authority relating to the matters that are the subject of this Section 6.06 and permit the other party to review in advance (and to consider any comments made by the other party in relation to) any proposed communication by such party to any Governmental Authority relating to such matters. Neither of the parties to this Agreement shall agree to participate in any substantive meeting, telephone call, or discussion with any Governmental Authority in respect of any submissions, filings, investigation (including any settlement of the investigation), or any other inquiry relating to such matters unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate at such meeting, telephone call, or discussion. Each party hereto shall, and shall cause their respective Affiliates to, coordinate and cooperate fully with the other party hereto in exchanging such information and providing such assistance as the other party hereto may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods, investigation, or any other inquiry under any applicable Antitrust Laws. The parties to this Agreement shall, and shall cause their respective Affiliates to, provide each other with copies of all correspondence, filings, or communications between them or any of their respective Representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the Transactions; provided, however, that materials may be redacted (i) as necessary to comply with contractual arrangements or applicable Laws; and (ii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns.

(c) Neither party shall, and each party shall cause its Affiliates not to, enter into any transaction, or any agreement to effect any transaction (including any merger or acquisition), that might reasonably be expected to make it more difficult, or to increase the time required, to (i) obtain the expiration or termination of the waiting period under the HSR Act or any other applicable Antitrust Law applicable to the Transactions or (ii) obtain all other authorizations, consents, orders, and approvals of Governmental Authorities necessary for the consummation of the Transactions.

(d) Between the date of this Agreement and the Closing, the Company shall, and shall cause the Related Consolidated Entities to, use commercially reasonable efforts to obtain the consent of one or more third parties to assign the contracts set forth on Section 6.06(d) of the Parent Disclosure Schedule to a professional corporation designated by Parent and any such assignment shall only become effective at the Effective Time.

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Section 6.07. Preparation of Prospectus and Registration Statement.

(a) As promptly as reasonably practicable following the date hereof, Parent shall prepare (with the Company s reasonable cooperation) the Prospectus and prepare and file the Registration Statement with respect to the issuance of Parent Common Stock in the Merger. The Registration Statement and the Prospectus shall comply as to form in all material respects with the applicable provisions of the Securities Act and the Exchange Act and other applicable Law. Each of Parent and the Company shall use commercially reasonable efforts to have the Registration Statement declared effective by the SEC as promptly as practicable after the filing thereof and to keep the Registration Statement effective as long as is necessary to consummate the Merger. Parent and the Company shall, as promptly as practicable after receipt thereof, provide the other party copies of any written comments and advise the other party of any oral comments with respect to the Registration Statement or Prospectus received by such party from the SEC. Parent shall provide the Company with a reasonable opportunity to review and comment on the Registration Statement and the Prospectus, and any amendment or supplement thereto, and any response by Parent to any SEC comments with respect thereto, prior to filing or transmitting such with the SEC, and will promptly provide the Company with a copy of all such filings or transmittals made with the SEC to the extent not available on EDGAR. Parent shall also take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified or filing a general consent to service of process) required to be taken under any applicable state securities Laws in connection with the issuance of Parent Common Stock and the Company shall furnish all information concerning the Company and the holders of Company Common Units as may be reasonably requested in connection with any such action. Parent will advise the Company, promptly after it receives notice thereof, of the time when the Registration Statement has become effective, the issuance of any stop order, the suspension of the qualification of the Parent Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the SEC for amendment of the Registration Statement. If at any time prior to the Effective Time Parent or the Company determines that (i) the Registration Statement includes a misstatement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the Prospectus includes a misstatement of a material fact or omits to state any material fact necessary to make the statements therein not misleading, then the party (Parent or the Company) that makes such determination shall promptly notify the other, and Parent shall promptly file an amendment or supplement to such document describing such information to the extent required by Law, or the rules or regulations of the SEC, and the Company shall promptly disseminate such amended or supplemented document to the members of the Company.

(b) The Company and Parent shall reasonably coordinate and cooperate in connection with (i) the preparation of the Registration Statement, the Prospectus, and any other filings that are required to consummate the Merger and the Transactions, (ii) determining whether any action by or in respect of, or filing with, any Governmental Authority is required (or any actions are required to be taken under, or consents, approvals, or waivers are required to be obtained from parties to, any Material Contracts) in connection with the Merger or the other Transactions, and (iii) using commercially reasonable efforts to timely take any such actions (including seeking any such consents, approvals, or waivers) or making any such filings or furnishing information required in connection therewith or with the Registration Statement, the Prospectus, or any other filings.

Section 6.08. Financing.

(a) Notwithstanding anything to the contrary in this Agreement, each of Parent and Merger Sub acknowledges and agrees that its obligations hereunder are not conditioned in any manner upon Parent or Merger Sub obtaining any financing, and the existence of any conditions contained in the Financing Letter or the Financing Agreement shall not constitute, or be construed to constitute, a condition to the consummation of the Transactions; provided, however, that the foregoing shall not limit in any manner the ability of the Company or Parent to terminate this Agreement in accordance with Section 9.01, the sole remedy for any such termination described in Section 9.03(a)(i), (ii), or (iii), except in the case of an intentional breach of this Agreement by

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Parent or Merger Sub, being the payment by Parent of the Termination Fee and the amounts set forth in Section 9.03(b).

(b) Without limiting Section 6.08(a):

(i) Parent and Merger Sub shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to arrange and obtain the Financing as promptly as practicable after the date hereof, including using their reasonable best efforts to (A) maintain in effect, and comply on a timely basis with their obligations under, the Financing Letter, (B) negotiate and enter into, keep in effect, and comply on a timely basis with their obligations under definitive agreements (the Financing Agreement) with respect to the Financing, and (C) satisfy on a timely basis all terms and conditions (including conditions precedent) in the Financing Letter or the Financing Agreement, other than obligations of parties to the Financing Letter or the Financing Agreement other than Parent, Merger Sub or any of their respective Affiliates controlled by either of them. Parent and Merger Sub shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary to consummate the Financing, at or prior to the Closing, if the Financing is available (including that all conditions precedent for the Senior Secured Financing and Unsecured Financing, other than execution and delivery of the Financing Agreement with respect to the Senior Secured Financing or Unsecured Financing, as the case may be, and consummation of the Merger, have been met or concurrently with the consummation of the Senior Secured Financing or Unsecured Financing, as applicable, will be met and no facts or circumstances exist that violate the terms of the Financing Agreement with respect to the Senior Secured Financing and would entitle the lenders to accelerate obligations thereunder) to Parent or Merger Sub on the Anticipated Financing Terms. Parent shall promptly provide the Company with a true, correct, and complete fully executed copy of any amendment, supplement, modification, or waiver to the Financing Letter as promptly as practicable following the execution thereof. Parent shall (x) furnish to the Company complete, correct, and executed copies of the Financing Agreement promptly upon its execution (except that any arranger or agent fees payable solely to JPMorgan may be redacted) and drafts of such documents posted to a lender group and (y) otherwise keep the Company reasonably informed of the status of the efforts of Parent and Merger Sub to arrange the Financing. Each of Parent and Merger Sub will not permit or suffer to exist any express restriction, in the Financing Agreement or otherwise, on Parent s ability to make any payment required by Section 3.06. Each of Parent and Merger Sub will not enter into any agreement that it knows will be breached by the making of any payment required by Section 3.06.

(ii) Parent shall give the Company prompt notice (x) of any breach or default by any party to the Credit Facility Financing Letter or any Financing Agreement of which Parent becomes aware, or (y) of the receipt of any written notice from JPMorgan or any other lender, initial purchaser, underwriter, holder or trustee with respect to (A) any breach, default, termination, or repudiation by any party to the Financing Letter or the Financing Agreement or any provisions of the Financing Letter or the Financing Agreement or (B) any event, including any dispute or disagreement between or among any parties to the Financing Letter or the Financing Agreement, that would reasonably be expected to prevent or delay the consummation of the Transactions. As soon as reasonably practicable, Parent and Merger Sub shall provide any information reasonably requested by the Company relating to any circumstance referred to in clause (x) or (y) of the immediately preceding sentence.

(c) The Company shall use its commercially reasonable efforts to, shall cause each of the Business Entities and the Related Consolidated Entities to use their commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause their respective Representatives to use their commercially reasonable efforts to, provide such cooperation in connection with the Financing as may be reasonably requested by Parent (provided that such requested cooperation does not unreasonably interfere with the ongoing operations of the Business Entities or the Related Consolidated Entities or involve the payment of any out of pocket expense (other than the fees of Ernst & Young LLP with respect to the preparation of financial information required by this Section 6.08(c) and the fees of Munger, Tolles & Olson LLP) by the Business Entities, the Related Consolidated Entities, or such Representatives that is not advanced by Parent), including using commercially reasonable efforts

to (i) make senior management of the Company available to participate in meetings, due diligence sessions, presentations, road shows, and sessions with rating agencies, (ii) assist with the preparation of customary materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda, prospectuses, and similar documents required in connection with the Financing to the extent such documents described in this clause (ii) contain disclosure reflecting or referring to any of the Business Entities or any of the Related Consolidated Entities, (iii) furnish Parent and the Financing Sources with financial and other pertinent information regarding the Company, the Business Entities, and the Related Consolidated Entities reasonably requested by Parent or the Financing Sources, including financial statements, pro forma financial information, and financial data of the type required by Regulation S-X and Regulation S-K (including Item 303) under the Securities Act or other information customarily included or incorporated by reference in a prospectus or prospectus supplement, as applicable, for a registered offering of debt securities pursuant to a registration statement on Form S-3 for the purpose of financing a significant acquisition and information customarily included in a bank information memorandum for the purpose of financing a significant acquisition, (iv) assist Parent in obtaining customary accountants comfort letters, accountants consents, legal opinions, surveys, environmental assessments, and title insurance, including delivering to the accountants customary management representation letters for purposes of the comfort letter, (v) execute and deliver any underwriting or placement agreements, registration statements, pledge and security documents, customary authorization letters, other definitive financing documents, or other requested certificates or documents as may be reasonably requested by Parent, including a certificate by the Chief Financial Officer or other responsible financial officer of the Company with respect to solvency matters; provided that no obligation of the Company or any Business Entity or Related Consolidated Entity under any agreement, registration statement, document, or certificate delivered under this Section 6.08(c)(v) (other than customary authorization letters) shall be effective until the Closing and no officer of the Company shall be required to provide a certification that is not factually accurate, (vi) satisfy the conditions set forth in the Financing Letter or the Financing Agreement (including the condition that the representations and warranties with respect to the Business Entities and Related Consolidated Entities set forth in the Financing Agreement be true and correct in all material respects) within their control to the extent the satisfaction of such conditions is commercially reasonable and requires any action by or cooperation of the Company, the Business Entities, or the Related Consolidated Entities, (vii) take all corporate actions necessary to permit the consummation of the Financing and to permit the proceeds thereof to be made available at the Closing to Parent, all effective as of the Closing, (viii) as requested by Parent, obtain customary consents from Ernst & Young LLP for use of their reports on the Audited Financial Statements, included or incorporated by reference in the Registration Statement, Financing Registration Statement, and any related prospectus or prospectus supplement or any other filing by Parent with the SEC (provided that Parent has provided such accountants with a draft of the Registration Statement, Financing Registration Statement, or such other filing), and (ix) in the case of the Company only, confirm to Parent that Parent may make, on the Closing Date, in the Financing Agreement with respect to the Senior Secured Financing, representations and warranties with respect to the Business Entities and Related Consolidated Entities that (w) are reasonably requested by the administrative agent under the Senior Secured Financing, (x) are customarily made in secured term loan financings by borrowers with a credit rating equal to or better than Parent after giving effect to the Merger, (y) as of the Closing will be true and correct in all material respects and (z) pertain to a subject matter other than that covered by the representations and warranties made by the Company in this Agreement (such representations and warranties satisfying the requirements of each of the foregoing clauses (w) through (z), the EQ Representations); provided, however, that the Company only need provide such confirmation if Parent has provided the Company with (1) a reasonable opportunity to review and comment upon the EQ Representations and representations and warranties related thereto and (2) written notice of the EQ Representations, which notice shall include the certificate contemplated by Section 9.03(a)(iii) and the final draft of the Financing Agreement containing the EQ representations, no later than five (5) Business Days prior to the Closing Date. Parent shall only have the right to disclose confidential information of the business of the Company, the Business Entities, and the Related Consolidated Entities in offering materials in connection with the Financing (x) in the case of the Unsecured Financing, to the extent that outside counsel to Parent advises Parent that such disclosure is required by the Securities Act or the Exchange Act or, in the case of an offering of debt securities that is not registered under the Securities Act, disclosure would be required by the Securities Act or the Exchange Act if such offering were being conducted on a

registered basis and (y) in the case of the Senior Secured Financing, to the extent that such disclosure would be customarily provided in a bank information memorandum; provided that no such confidential information may be disclosed to lenders (other than the Lender) unless subject to customary non-disclosure provisions for the benefit of the Company, and no such confidential information may be disclosed to JPMorgan unless JPMorgan has executed a customary non-disclosure agreement for the benefit of the Company. In the event that any offering memorandum or prospectus is prepared in connection with the Financing, the Company and its Representatives shall be given reasonable opportunity to review and comment upon any such offering memorandum or prospectus that includes information about the Company, any Business Entity, or Related Consolidated Entity prior to disclosure of such information, and Parent and Merger Sub shall consider in good faith any comments proposed by the Company to such offering memorandum or prospectus. The Company hereby consents to the reasonable use of the Business Entities logos in connection with the Financing in a manner customary for similar financing transactions. Nothing in this Section 6.08 shall require cooperation by the Company, any Business Entity, or any Related Consolidated Entity or their respective Representatives to the extent such cooperation would require the Company, any Business Entity, or any Related Consolidated Entity to take any action that will conflict with or violate such entity s Governing Documents (as in effect on the date hereof) or any Laws or result in the contravention of, or a material violation of, or material default under, any material agreement to which such entity is a party on the date of this Agreement or reasonably be expected to result in any officer or director of such entity incurring any personal liability that is not contingent upon the Closing. Notwithstanding anything in this Agreement to the contrary, none of the Company, any Business Entity, or any Related Consolidated Entity shall be required to pay any commitment or similar fee or incur any other liability or obligation in connection with the Financing prior to the Closing. Each of Parent and Merger Sub shall indemnify and hold harmless each Member and its Affiliates, Representatives, and equityholders from and against any and all Losses suffered or incurred by them in connection with the arrangement or offering of the Financing and any information utilized in connection therewith (except to the extent that such Losses arise as a result of disclosure by any of the Business Entities or any Related Consolidated Entities supplied to Parent or its Representatives in writing for use in the Financing that is determined to have contained an untrue statement of material fact or omitted a material fact necessary in order to make the statements made therein not misleading).

(d) The Company shall deliver to Parent: (i) no later than May 31, 2012, the audited balance sheet of the Business Entities and the Related Consolidated Entities as of December 31, 2008 and December 31, 2007 and the related audited statements of income and cash flows of the Business Entities and the Related Consolidated Entities for each of the fiscal years then ended prepared in accordance with GAAP applied on a consistent basis and in a form consistent with the requirements of Item 301 of Regulation S-K (and which, for the avoidance of doubt, need not include a management discussion and analysis) and (ii) no later than thirty (30) Business Days after the end of each quarter beginning with the quarter ended June 30, 2012 (but with such obligation ceasing upon the Closing), the unaudited consolidated balance sheet of the Business Entities and the Related Consolidated Entities as of the last day of such quarter and the related unaudited consolidated statements of income and cash flows of the Business Entities and the Related Consolidated Entities for such quarter prepared in accordance with GAAP as required by Regulation S-X under the Securities Act, including notes thereto, subject to normal and recurring year-end adjustments, and which shall have been reviewed by Ernst & Young LLP in accordance with Statements on Auditing Standards 100 issued by the Auditing Standards Board (or any successor standard thereto).

Section 6.09. Member Litigation. From the date hereof until the Closing, or such earlier date on which this Agreement may be terminated in accordance with its terms, the Company shall give Parent the opportunity to participate (at Parent s expense) in the defense or settlement of any member litigation against the Company and its managers relating to the Transactions; provided, however, that no such settlement shall be agreed to without Parent s prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed). For purposes of this Section 6.09, participate means that Parent will be kept reasonably apprised by the Company of proposed strategy and other significant decisions with respect to any member litigation (to the extent the attorney-client privilege between the Company and its counsel is not undermined or otherwise adversely affected), and the Company will make reasonable efforts to allow Parent to observe any deposition or other

pre-trial meeting, and Parent may offer comments or suggestions with respect to the litigation but will not be afforded any decision making power or authority over the litigation, except for the right to consent to any settlement as set forth in this Section 6.09.

Section 6.10. Further Action.

(a) The parties hereto shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper, or advisable under applicable Law, and to execute and deliver such documents and other papers as may be required to carry out the provisions of this Agreement and the other Transaction Documents to which it is a party and consummate and make effective the Transactions.

(b) Each of the parties hereto shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain all necessary Consents required to be obtained by it from third parties (other than Governmental Authorities) in connection with the Transactions. Each of the parties hereto shall, and shall cause its Affiliates to, provide reasonable assistance to the other party in obtaining such Consents.

Section 6.11. Intercompany Indebtedness and Agreements.

(a) In connection with the Closing and the transactions contemplated by Section 2.01, the Company shall take, or shall cause its Affiliates to take, all actions necessary, in accordance with agreements and other instruments reasonably acceptable to Parent, so that, as of immediately following the Closing, there shall be no Intercompany Indebtedness; provided that such elimination of Intercompany Indebtedness shall not be required to the extent (i) there is insufficient cash maintained on the balance sheet of any Business Entity or Related Consolidated Entity to pay down any Intercompany Indebtedness, (ii) any such Intercompany Indebtedness is required for any Business Entity or Related Consolidated Entity to remain in compliance with applicable financial solvency ratios, including those established by the California Department of Managed Health Care, or (iii) any such Intercompany Indebtedness is required to ensure that a Business Entity or a Related Consolidated Entity maintains sufficient working capital and cash-on-hand to fund its ongoing business operations.

(b) For the avoidance of doubt, the agreements between one or more Business Entity, on the one hand, and a Related Consolidated Entity, on the other hand, that are set forth in Exhibit F shall remain in full force and effect following the Closing, each in accordance with their respective terms.

(c) Prior to the Closing, HealthCare Partners, LLC shall acquire, to the extent permitted by applicable Law, from the Related Consolidated Entities all their right, title, and interest in and to the Trademarks listed in Section 6.11(c) of the Company Disclosure Schedule, including all the goodwill associated therewith, it being understood that the covenant in this Section 6.11(c) shall not be a condition to Closing.

(d) The Company shall use its commercially reasonable efforts, and shall cause the Subsidiaries and the Related Consolidated Entities to use their commercially reasonable efforts, to take all actions and execute all instruments necessary to effectively transfer to a Business Entity or a Related Entity prior to the Closing the lessee s or sublessee s interest in each leased property or subleased property, as the case may be, identified in Section 4.18(b) of the Company Disclosure Schedule as not currently being in the name of a Business Entity or Related Consolidated Entity.

(e) Any and all expenses or Liabilities arising from or related to any action taken pursuant to Section 6.11(c) or Section 6.11(d) shall be excluded from the calculations of Earn-Out EBITDA.

Section 6.12. Name. Immediately following the Effective Time, Parent shall cause its corporate name to be changed to DaVita HealthCare Partners Inc. by filing a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware to effect a merger of a newly formed, wholly owned subsidiary of Parent with

and into Parent, and to change Parent s legal name to DaVita HealthCare Partners Inc., in accordance with Section 253 of the Delaware General Corporation Law.

Section 6.13. Board Representation.

(a) At Closing, and in accordance with Article IV of the Amended and Restated Bylaws of Parent (the Parent Bylaws), the Parent Board shall increase the Parent Board s size by one member and shall appoint Robert Margolis, M.D. (the Executive) to fill the newly created directorship. This appointment shall include the title of Co-Chairman .

(b) For a minimum period of four (4) consecutive annual meetings of stockholders of Parent (each, an Annual Meeting) after his initial appointment to the Parent Board, the Executive s prospective re-nomination for election to the Parent Board shall be assessed in the same manner as is each other Parent incumbent director s re-nomination when the Nominating and Governance Committee of the Parent Board (the Committee) determines each year, in accordance with the Committee s charter and the Corporate Governance Guidelines of DaVita, which directors it shall select as nominees or recommend to the Parent Board for nomination for election to the Parent Board at the Annual Meeting.

(c) Upon his appointment or election to Parent Board, for a minimum period of four (4) consecutive Annual Meetings, the Executive shall hold the office of Co-Chairman until the expiration of his term of office or until his successor is duly elected and qualified, subject to his earlier death, resignation, disqualification, or removal in accordance with the Parent Bylaws and/or applicable Law.

Section 6.14. Tail Insurance Policies.

(a) Prior to the Closing, Parent, on behalf of the Company, shall secure a combined directors and officers liability and employment practices liability run-off insurance policy package having an effective date on the Effective Time and ending on a date that is six (6) years after the Effective Time (D&O/EPL Tail Policies). One-half of the premiums for the D&O/EPL Tail Policies shall be prepaid by each of the Company and Parent for the full six (6) year term of the D&O/EPL Tail Policies, subject to Section 6.14(c). Parent shall provide the Company with an opportunity to review the D&O/EPL Tail Policies proposal, and any amendment or supplement thereto, prior to securing such D&O/EPL Tail Policies.

(b) Prior to the Closing, Parent, on behalf of the Company, shall secure run-off fiduciary liability insurance policies having an effective date on the Effective Time and ending on a date that is six (6) years after the Effective Time (Fiduciary Tail Policies). One-half of the premiums for the Fiduciary Tail Policies shall be prepaid by each of the Company and Parent for the full six (6) year term of the Fiduciary Tail Policies, subject to Section 6.14(c). Parent shall provide the Company with an opportunity to review the Fiduciary Tail Policies proposal, and any amendment or supplement thereto, prior to securing such Fiduciary Tail Policies.

(c) Notwithstanding any provision in this Section 6.14 to the contrary, in no event shall the aggregate amount of premiums payable by the Company pursuant to Section 6.14(a) and Section 6.14(b) exceed $275,000, and if the aggregate amount of premiums payable pursuant to Section 6.14(a) and Section 6.14(b) exceeds $550,000, then the Company shall bear $275,000 of such premiums and Parent shall solely bear the remainder of such premiums. In addition, any premiums paid by the Company on or prior to the Closing pursuant to Section 6.14(a) or Section 6.14(b) shall be excluded from the calculations of Earn-Out EBITDA, Indebtedness Amount, and Net Working Capital.

Section 6.15. Tax Matters.

(a) Filing of Tax Returns. The Company shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Business Entities or the Related Consolidated Entities that are required to be filed on

or prior to the Closing Date, and the Member Representative shall prepare or cause to be prepared and file or cause to be filed all income Tax Returns for the Business Entities or the Related Consolidated Entities that are filed after the Closing Date with respect to any Pre-Closing Tax Period ending on or prior to the Closing Date; provided that, with respect to each material income Tax Return to be filed by the Member Representative after the Closing Date, the Member Representative shall deliver a draft of such Tax Return to Parent no later than thirty (30) days prior to the due date thereof (after giving effect to any extensions for filing), and the Member Representative shall make such revisions to such Tax Returns as are reasonably requested by Parent; provided that to the extent any such Tax Return is required to be filed within thirty (30) days after the Closing Date, the Member Representative shall deliver such Tax Return to Parent as soon as possible following the Closing Date, and sufficiently in advance of filing that Parent shall have a reasonable opportunity to review and comment on such Tax Return. Parent shall prepare or cause to be prepared and file or cause to be filed all other Tax Returns for the Business Entities or the Related Consolidated Entities that are required to be filed after the Closing Date; provided that, with respect to each Tax Return that relates or could reasonably relate to the payment of Indemnified Taxes and that involves a tax liability obligation of $100,000 or more, and each income Tax Return that relates to a Straddle Period, Parent shall deliver a draft of such Tax Return to the Member Representative no later than thirty (30) days prior to the due date thereof (after giving effect to any extensions for filing), and Parent shall make such revisions to such Tax Returns as are reasonably requested by the Member Representative; provided that, to the extent any such Tax Return is required to be filed within thirty (30) days after the Closing Date, Parent shall deliver such Tax Return to the Member Representative as soon as possible following the Closing Date, and sufficiently in advance of filing that the Member Representative shall have a reasonable opportunity to review and comment on such Tax Return. All such Tax Returns shall be prepared on a basis consistent with past practice, procedures and accounting methods of the relevant Business Entities and Related Consolidated Entities, unless prohibited by applicable Tax Law.

(b) Amended Returns; Retroactive Elections; Refunds. Parent shall not, and shall not cause or permit any Business Entity or Related Entity to, (i) amend any Tax Returns filed with respect to any Pre-Closing Tax Period, or (ii) make any Tax election (including, for the avoidance of doubt, any Tax election pursuant to the AMG Documents, other than an election under Section 754 of the Code as contemplated by the AMG Documents) that has retroactive effect to any Pre-Closing Tax Period, in each case, without the prior written consent of the Member Representative, which shall not be unreasonably withheld, conditioned, or delayed. Any Tax refunds or credits that are received by Parent, any Business Entity, or any Related Entity following the Closing Date and that directly relate to Indemnified Taxes (or that relate to Taxes or Tax reserves that are taken into account as a current liability for purposes of calculating Final Net Working Capital) shall be for the account of the Members and the holders of Company Options, and Parent shall pay over the amount of any such refund or credit to the Member Representative on behalf of the Members and the holders of Company Options within thirty (30) days after receipt; provided that the obligation of Parent to make any payments pursuant to this sentence shall survive for the same period as any Escrowed Merger Consideration remains in the Escrow Account or the Tax Indemnity Account and shall be subject to the same limitations imposed on any Losses attributable to Indemnified Taxes pursuant to Section 8.04(a)(ii) and Section 8.04(a)(iii).

(c) Cooperation on Tax Matters. Parent, the Company, and the Member Representative shall, and Parent and the Company shall cause the Business Entities and the Related Consolidated Entities to, cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of all Tax Returns pursuant to this Section 6.15 and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party s request) the provision of records and information that are reasonably relevant to any such Tax Returns or audit, litigation or other proceeding and making employees or other persons available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and to assist in the preparation of Tax Returns. Parent, the Company, and the Member Representative agree (i) to retain (and Parent and the Company agree to cause the Business Entities and Related Consolidated Entities to retain) all books and records with respect to Tax matters pertinent to the Business Entities or the Related Consolidated Entities relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Parent or the Member

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Representative, any extensions thereof) of the respective taxable periods, and to abide by (and Parent and the Company agree to cause the Business Entities and Related Consolidated Entities to abide by) all record retention agreements entered into with any taxing authority, and (ii) to give (and Parent and the Company agree to cause the Business Entities and Related Consolidated Entities to give) the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, Parent, the Company, or the Member Representative, as the case may be, shall allow the other party to take possession of such books and records. Parent, the Company, and, following the Closing, the Member Representative further agree, upon request, to use their reasonable efforts to obtain (or cause to be obtained) any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed with respect to the Transactions or otherwise.

(d) Information Reporting. Parent, the Company, and the Member Representative agree, upon request, to provide (and Parent and the Company, agree, upon request, to cause the Business Entities and Related Consolidated Entities to provide) the other party with all information in their possession or control that either party may be required to report pursuant to Section 6043 or Section 6043A of the Code, or Treasury Regulations promulgated thereunder.

(e) Conveyance Taxes. The liability for all Conveyance Taxes shall be borne 50% by the Members and 50% by Parent. Parent, the Company and, following the Closing, the Member Representative shall cooperate and, as required by applicable Law, join, and Parent or the Company shall cause the Business Entities or the Related Consolidated Entities to join, as applicable, in the execution of all necessary Tax Returns and other documentation with respect to Conveyance Taxes.

(f) Allocation of Purchase Price. Within one hundred twenty (120) days after the Closing Date, Parent and the Member Representative shall jointly prepare or cause to be prepared an allocation (the Purchase Price Allocation) of the consideration delivered pursuant to this Agreement (and all other capitalized costs) among the acquired assets of the Business Entities in accordance with Section 1060 of the Code and the Treasury Regulations issued thereunder (and any similar provisions of state, local, or other Law, as appropriate), which allocation shall be binding upon the parties for applicable U.S. federal income and state and local and other Tax purposes. Following the Closing, Parent and the Member Representative and their respective representatives shall cooperate in the preparation of the Purchase Price Allocation, including by Parent allowing the Member Representative and its representatives to have reasonable access to personnel of Parent, the Business Entities and the Related Entities and to such records and other information as reasonably necessary or desirable to prepare the Purchase Price Allocation. If the parties do not agree on a final form of the Purchase Price Allocation within the one hundred twenty (120) day period, then each party shall (i) provide to the other party such party s proposed form of Purchase Price Allocation, and (ii) specify in writing those aspects of the form of Purchase Price Allocation proposed by the other party that such party disputes. The parties shall thereafter negotiate in good faith for a further period of fifteen (15) Business Days in order to resolve such disputes. If the parties do not reach an agreement in writing as to the Purchase Price Allocation within the foregoing timeframe, then the matters disputed by the parties shall be submitted for arbitration by a nationally recognized accounting firm that agrees to use its best efforts to complete such arbitration within forty-five (45) days and that is reasonably acceptable to (and independent of) Parent and the Member Representative (the Purchase Price Allocation Accounting Firm), which shall arbitrate the dispute and submit a written statement of its adjudication, which statement, when delivered to Parent and the Member Representative, shall become final and binding upon the parties and shall, together with those aspects of the proposed forms of Purchase Price Allocation submitted by the parties as to which no objection was made, constitute the Purchase Price Allocation. If Parent and the Member Representative do not agree on the Purchase Price Allocation Accounting Firm after a reasonable period of time, the Purchase Price Allocation Accounting Firm shall be Deloitte LLP. The Purchase Price Allocation Accounting Firm shall be instructed that it may only consider those items set forth in the proposed forms of Purchase Price Allocation that are in dispute. The determination of the Purchase Price Allocation Accounting Firm shall (i) be within the range of dispute between Parent and the Member Representative, and (ii) constitute an arbitral award

that is final, binding and unappealable and upon which a judgment may be entered by any court having jurisdiction thereof. The fees and expenses of the Purchase Price Allocation Accounting Firm shall be borne equally by Parent and the Members, with the Members share of any such fees and expenses being paid from the MR Escrow Account. Parent and the Member Representative shall, and Parent shall cause the Business Entities and the Related Consolidated Entities to, report, act and file Tax Returns in all respects and for all purposes consistent with the Purchase Price Allocation. Parent and the Member Representative shall, and Parent shall cause the Business Entities and the Related Consolidated Entities to, timely and properly prepare, execute, file and deliver all such documents, forms and other information as may be reasonably requested by Parent or the Member Representative to prepare the Purchase Price Allocation. Neither Parent nor the Member Representative shall take, and Parent shall cause the Business Entities and the Related Consolidated Entities not to take, any position (whether in audits, Tax Returns, financial statements, or otherwise) that is inconsistent with such Purchase Price Allocation unless required to do so by applicable Law.

(g) Company Options. The parties hereto agree that any available Tax deductions attributable to (i) the exercise of Company Options pursuant to this Agreement, (ii) payments made on or prior to the Closing Date with respect to the cancellation of Company Options pursuant to this Agreement, (iii) payments made on or prior to the Closing Date pursuant to the Nevada Settlement Agreements, or (iv) any severance payments or other compensation paid or accrued directly by any of the Business Entities or the Related Entities and in respect of an employment relationship maintained with such Business Entity or Related Entity prior to or as of the Closing Date, shall in each case be allocated to the Pre-Closing Tax Period and shall be for the benefit of the Members, and the parties hereto shall act and prepare and file all Tax Returns, and shall cause their Affiliates to act and prepare and file all Tax Returns, in all respects and for all purposes consistent with such treatment and in accordance with applicable Law.

(h) Pre-Closing Liquidation of Blocker Corporation. In connection with the Closing and the transactions contemplated by Section 2.01, and notwithstanding anything in Section 6.01 to the contrary, the Company shall take, or shall cause its Affiliates to take, all actions necessary, in accordance with agreements and instruments reasonably acceptable to Parent, so that (i) prior to the Merger, HCP Blocker Corporation, a Delaware corporation (Blocker Corporation), shall either merge with and into the Company with the Company surviving or otherwise be completely liquidated for all applicable tax purposes and cease to exist as a separate entity (the Liquidation) and (ii) in connection with the Liquidation, the Class A Units held by Blocker Corporation shall be redeemed, cancelled, or otherwise eliminated by the Company. Following the Closing, the Member Representative shall prepare or cause to be prepared, and shall timely file or cause to be timely filed, any Tax Returns required to be filed by Blocker Corporation, including its final Tax Returns for the year in which the Liquidation occurs (the Blocker Tax Returns), to the extent not filed prior to the Closing, and the Member Representative shall also ensure that the Liquidation is properly reflected and reported on such Blocker Tax Returns as a taxable liquidation that occurred in the Pre-Closing Tax Period of the Company; provided that the Member Representative (or, if prior to the Closing, the Company) shall deliver or cause to be delivered a draft of any Blocker Tax Return that is to be filed to Parent no later than thirty (30) days prior to the due date thereof (after giving effect to any extensions for filing), and the Member Representative (or, if prior to the Closing, the Company) shall make such revisions to such Blocker Tax Return as are reasonably requested by Parent; provided, further, that to the extent any such Blocker Tax Return is required to be filed within thirty (30) days after the Closing Date, the Member Representative shall deliver or cause to be delivered a draft of any such Blocker Tax Return to Parent as promptly as practicable following the Closing Date, and in a manner that allows Parent adequate time to sufficiently review such Blocker Tax Return. In addition, in connection with the filing of any Blocker Tax Return to be filed by or on behalf of the Member Representative after the Closing and pursuant to the preceding sentence, and no later than the date on which any such Blocker Tax Return is filed, Parent shall timely pay (or cause one of its Affiliates to timely pay) an amount of cash equal to the portion of the Blocker Tax Liability shown as owing on such Blocker Tax Return on behalf of Blocker Corporation and the Company, and shall coordinate with the Member Representative to ensure that such amount is properly remitted to the appropriate taxing authority on behalf of Blocker Corporation and the Company in connection with the filing of the applicable Blocker Tax Return. For the avoidance of doubt, the payment of Taxes in respect of the

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Blocker Tax Liability by Parent (or by one of Parent s Affiliates) on behalf of Blocker Corporation and the Company pursuant to this Section 6.15(h) shall not prevent Parent from seeking indemnity pursuant to Section 8.02(d) in the event that any additional Taxes that are not taken into account for purposes of determining Final Net Working Capital are subsequently owed in respect of the Blocker Tax Liability and in connection with the Liquidation.

Section 6.16. Employment and Employee Benefits Matters; Other Plans.

(a) The Company shall, and shall cause the Business Entities and Related Consolidated Entities to, cooperate and work with Parent to help Parent identify employees of HCPMGI who provide non-medical services to the Business Entities or Related Entities and whose employment will be transferred to the Surviving Entity, Parent, or any of their Subsidiaries (the Affected Employees). Such transfer of the Affected Employees shall occur effective as of the Closing Date, unless Parent gives written notice to the Company at least sixty (60) days prior to the Closing Date that such transfer of Affected Employees shall instead occur as of January 1, 2013 (either such transfer date referred to herein as the Employee Transfer Date). With respect to the Affected Employees, the Company shall, and shall cause the Business Entities and Related Consolidated Entities to, assist Parent in its efforts to enter into, or have the Company or any of their Subsidiaries enter into, an offer letter or such other service arrangement as Parent shall deem appropriate with such employee as soon as practicable after the date hereof and in any event prior to the Employee Transfer Date, which offer or arrangement shall be effective immediately following the Employee Transfer Date. Notwithstanding any of the foregoing, none of Parent, the Company, the Surviving Entity, or any of their respective Affiliates shall have any obligation to make an offer of employment or provide such other service arrangement to, or otherwise transfer the employment of, any employee of HCPMGI who solely provides medical services to the Business Entities or Related Entities. Effective immediately following the Employee Transfer Date, the Company shall, and shall cause the Business Entities and Related Consolidated Entities to, take all action necessary to cause HCPMGI to terminate the employment of each of the Affected Employees who has received, but not accepted, an offer of employment or such other service arrangement as Parent shall deem appropriate with Parent, the Company, the Surviving Entity, or any of their Subsidiaries effective immediately following the Employee Transfer Date. Affected Employees who accept offers of employment from, or whose employment will otherwise be transferred to, Parent, the Company, the Surviving Entity, or any of their Subsidiaries shall be referred to herein as Transferred Employees . Parent shall promptly reimburse the Business Entities and the Related Consolidated Entities for their reasonable, out-of-pocket costs incurred as a result of complying with this Section 6.16(a) with respect to the Affected Employees, other than any such costs that result from the Business Entities or the Related Consolidated Entities violation of applicable Law, unless such violation of Law occurred as a result of the Business Entities or the Related Consolidated Entities compliance with this Section 6.16(a). Any and all expenses arising from or related to any action taken pursuant to this Section 6.16(a) shall be excluded from the calculations of Earn-Out EBITDA. Any and all Liabilities arising from or related to any action taken pursuant to this Section 6.16(a) shall be excluded from the calculations of Indebtedness Amount and Net Working Capital. Any and all cash expended in the compliance with this Section 6.16(a) (net of any reimbursement received by any Business Entity or Related Consolidated Entity from Parent pursuant to this Section 6.16(a)) that would otherwise have reduced Net Working Capital shall be added back to Net Working Capital.

(b) Without limiting any additional rights that current employees of the Business Entities who continue employment with Parent, the Surviving Entity, or any of their Affiliates following the Closing Date (such employees, with the Transferred Employees, referred to herein as Continuing Employees) may have under any Plan, from and after the Effective Time and until December 31, 2013, Parent shall cause the Surviving Entity and each of the Related Entities to maintain the severance practices and policies of the Company and the Related Entities that are set forth on Section 6.16(b) of the Company Disclosure Schedule (the Severance Arrangements) in accordance with the terms and conditions set forth therein and provide the severance benefits set forth therein to any Continuing Employee whose employment is involuntarily terminated by Parent, the Surviving Entity, or any of their Affiliates following the Effective Time (or following the Employee Transfer Date in the case of Transferred Employees) but on or before December 31, 2013, under circumstances that would

otherwise entitle such individual to severance benefits in accordance with the terms and conditions of such Severance Arrangements, provided that the provision of such severance benefits would be consistent with past practice.

(c) From and after the Effective Time (or from and after the Employee Transfer Date in the case of Transferred Employees) and until December 31, 2013, the base salary, target annual bonus opportunity, and target commission opportunity in effect as of immediately prior to the Closing Date shall not be decreased for the Continuing Employees that remain employed during that period.

(d) From and after the Effective Time and until December 31, 2013, with respect to Continuing Employees other than the Transferred Employees, Parent will cause the Surviving Entity (or its Subsidiaries) to maintain for such Continuing Employees each Plan that is an employee welfare benefit plan within the meaning of Section 3(1) of ERISA (other than the Severance Arrangements) and each other Plan that provides vacation, sick, or personal time off (collectively, the Welfare Plans) pursuant to its terms in effect immediately prior to the Effective Time, except to the extent any such plan must be amended to comply with applicable Law. Effective as of January 1, 2014, Parent shall, or shall cause the Surviving Entity (or its Subsidiaries) to, either (i) continue the Welfare Plans or adopt new employee welfare plans, programs, or arrangements, (ii) permit such Continuing Employees to participate in the employee welfare plans, programs, or policies (including any severance, vacation, sick, or personal time off plans or programs) of Parent or its Affiliates, or (iii) a combination of clauses (i) or (ii). From and after January 1, 2014, Parent shall, or shall cause its Affiliates to, (y) cause any pre-existing conditions or limitations and eligibility waiting periods under any group health plans of Parent or its Affiliates to be waived with respect to Continuing Employees (other than the Transferred Employees) to the extent such Continuing Employees were not subject to such preexisting conditions and limitations and eligibility waiting periods under the comparable Welfare Plan as of immediately prior to January 1, 2014, and (z) with respect to a Welfare Plan that provides for group health plan benefits and has a plan year that is other than the calendar year, provide each such Continuing Employee with credit for any deductibles or out of pocket expenses paid under such Plan in the plan year in effect as of January 1, 2014, in satisfying any applicable deductible or out of pocket requirements under any group health plans of Parent or its Affiliates that such employees are eligible to participate in as of January 1, 2014, to the same extent that such expenses were recognized under the comparable Welfare Plan.

(e) From and after the Employee Transfer Date and until December 31, 2013, with respect to the Transferred Employees, Parent shall, or shall cause the Surviving Entity (or its Subsidiaries) to, either (i) continue or commence participation in the Welfare Plans or other employee welfare plans, programs, or arrangements of a Related Entity in which such Transferred Employees participated immediately prior to the Effective Time or adopt new employee welfare plans, programs, or arrangements that are substantially identical to or more favorable than such plans, programs, or arrangements (the New Plans), (ii) permit such Transferred Employees to participate in the employee welfare plans, programs, or policies (including any severance, vacation, sick, or personal time off plans or programs) of Parent or its Affiliates, or (iii) a combination of clauses (i) or (ii); provided, however, that the benefits provided to the Transferred Employees are substantially identical to or more favorable than the benefits provided to such Transferred Employees pursuant to the Welfare Plans or other employee welfare plans, programs, or arrangements of a Related Entity in which they participated immediately prior to the Effective Time. Effective as of January 1, 2014, Parent shall, or shall cause the Surviving Entity (or its Subsidiaries) to, either (i) continue participation in the Welfare Plans or other employee welfare plans, programs, or arrangements of a Related Entity, continue the New Plans or adopt new employee welfare plans, programs, or arrangements, (ii) permit the Transferred Employees to participate in the employee welfare plans, programs, or policies (including any severance, vacation, sick, or personal time off plans or programs) of Parent or its Affiliates, or (iii) a combination of clauses (i) or (ii). From and after the Employee Transfer Date, Parent shall, or shall cause its Affiliates to, (i) cause any pre-existing conditions or limitations and eligibility waiting periods under any New Plan or the group health plans of Parent or its Affiliates in which a Transferred Employee will participate to be waived with respect to such Transferred Employee to the extent such Transferred Employee was not subject to such preexisting conditions and limitations and eligibility waiting

periods under the comparable employee welfare plans, programs, or arrangements of the Surviving Entity or a Related Entity in which such Transferred Employee participated as of immediately prior to the date the Transferred Employee s participation will commence under any New Plan or the group health plans of Parent or its Affiliates, as applicable, and (ii) provide each Transferred Employee with credit for any deductibles or out of pocket expenses paid under such employee welfare plans, programs, or arrangements of the Surviving Entity or a Related Entity in which such Transferred Employee participated as of immediately prior to the date the Transferred Employee s participation will commence under any New Plan or the group health plans of Parent or its Affiliates, as applicable, in the plan year in effect as of such date in satisfying any applicable deductible or out of pocket requirements under any New Plan or group health plans of Parent or its Affiliates that such employee is eligible to participate in to the same extent that such expenses were recognized under the comparable employee welfare plans, programs, or arrangements of the Surviving Entity or a Related Entity.

(f) From and after the Effective Time and until December 31, 2013, Parent shall, or shall cause the Surviving Entity or its Subsidiaries to, maintain, or as applicable commence or continue participation in, each Plan intended to include a Code Section 401(k) arrangement pursuant to its terms in effect immediately prior to the Effective Time, except to the extent any such plan must be amended to comply with applicable Law.

(g) From and after the Employee Transfer Date and until December 31, 2013, with respect to the Transferred Employees, Parent shall, or shall cause the Surviving Entity (or its Subsidiaries) to adopt a new nonqualified deferred compensation plan; provided, however, that the benefits provided to each Transferred Employee who elects to participate in such deferred compensation plan are no less favorable in the aggregate than the benefits provided to such Transferred Employees pursuant to the Deferred Compensation Plan or Deferred Compensation Plan 2 of HCPMGI in which the Transferred Employee participated immediately prior to the Effective Time. It is the intent of the parties that in the event any Transferred Employee is paid a distribution or commences receipt of distributions pursuant to the Deferred Compensation Plan or Deferred Compensation Plan 2 of HCPMGI as a result of his or her termination of employment from HCPMGI in connection with the Closing, Parent shall, or shall cause the Surviving Entity (or its Subsidiaries) to, pay to the Transferred Employee an amount in cash to make the Transferred Employee whole for the income taxes payable with respect to any such distributions (the DC Distribution Tax Payment), as well as any income and employment taxes payable on the DC Distribution Tax Payment (the Income Tax Payment and together with the DC Distribution Tax Payment, the Deferred Compensation Tax Payment) such that the Transferred Employee is in no worse position than if no distribution from the Deferred Compensation Plan or Deferred Compensation Plan 2 had occurred. With respect to a Transferred Employee who has elected or is required to receive a lump sum distribution, the Deferred Compensation Tax Payment shall be paid within fifteen (15) Business Days of the distribution. Following the date of this Agreement, the Company and Parent shall work together in good faith to determine (i) whether any distributions from the Deferred Compensation Plan or Deferred Compensation Plan 2 of HCPMGI are scheduled to be made to individuals who are anticipated to be Transferred Employees in the form of either a lump sum or installments and (ii) when the Deferred Compensation Tax Payment will be made to eligible Transferred Employees who have elected distributions in the form of installment payments. Notwithstanding any provision in this Agreement to the contrary, (i) Parent shall be solely liable and responsible for all Liabilities arising from or related to, the Deferred Compensation Tax Payment and in no event shall any Member be deemed, pursuant to Section 8.02, to have indemnified any Parent Indemnified Party for any Losses arising from or related to Deferred Compensation Tax Payment and (ii) (x) any and all expenses arising from or related to the Deferred Compensation Tax Payment shall be excluded from the calculations of Earn-Out EBITDA, (y) any and all Liabilities arising from or related to the Deferred Compensation Tax Payment shall be excluded from the calculations of Indebtedness Amount and Net Working Capital, and (z) any and all cash expended in making the Deferred Compensation Tax Payment that would otherwise have reduced Net Working Capital shall be added back to Net Working Capital.

(h) As of the date Continuing Employees are eligible to participate in the employee benefit plans, programs, or policies of Parent or its Affiliates (the Parent Plans), Parent will, or will cause the Surviving Entity to, give Continuing Employees full credit under such Parent Plans for purposes of eligibility, vesting and

determination of level of benefits (but not to the extent that such credit would result in duplication of benefits) for the Continuing Employees service with the Business Entities and Related Entities and their predecessor entities to the same extent recognized by the Company, the Business Entities, and the Related Entities immediately prior to the Effective Time under an analogous Plan.

(i) Parent shall cause the Surviving Entity and each of the Parent Subsidiaries, for a period commencing at the Effective Time and ending ninety (90) days thereafter, not to effectuate a plant closing or mass layoff as those terms are defined in the Worker Adjustment and Retraining Notification Act of 1988 (together with any similar state or local Law, WARN) without complying with all provisions of WARN or any similar provision of applicable foreign Law. Notwithstanding any provision in this Agreement to the contrary, in the event Parent terminates, or requests or causes the termination of, the employment of any employee of any Business Entity or Related Entity with such Business Entity or Related Entity on or following the Closing (whether or not such employee is thereafter promptly employed by any Business Entity or Related Entity), (i) Parent shall be solely liable and responsible for compliance with, and for all Liabilities arising from or related to, such termination under WARN and any similar state or local law or ordinance and in no event shall any Member be deemed, pursuant to Section 8.02, to have indemnified any Parent Indemnified Party for any Losses arising from or related to any such termination and (ii) (x) any and all expenses arising from or related to any such termination under WARN and any similar state or local law or ordinance shall be excluded from the calculations of Earn-Out EBITDA, and (y) any and all Liabilities arising from or related to any such termination under WARN and any similar state or local law or ordinance shall be excluded from the calculations of Indebtedness Amount and Net Working Capital.

(j) No provision of this Section 6.16 or any other provision of this Agreement, express or implied: (i) shall be construed to establish, amend, or modify any Plan, any benefit plan, program, agreement, or arrangement or the terms of any sub agreements or sub plans, terms and conditions, restrictive covenants, or participation requirements thereof, except and to the extent such amendment is explicitly contemplated by the express language of this Agreement; (ii) shall, following the second anniversary of the Effective Time, limit the ability of Parent or any of its Affiliates (including, following the Effective Time, the Surviving Entity and any of its Subsidiaries) to amend, modify, or terminate any benefit plan, program, agreement, or arrangement at any time assumed, established, sponsored, or maintained by any of them; (iii) is intended to confer upon any current or former employee (including any Continuing Employee) or any other Person any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment; or (iv) is intended to confer upon any Continuing Employee any rights or remedies under this Section 6.16, including the right to enforce any obligations of Parent or the Surviving Entity contained in this Section 6.16 as a third party beneficiary.

Section 6.17. Section 16 Matters. Prior to the Effective Time, each of the Company and Parent shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions of Company Common Units or acquisitions of Parent Common Stock (including, in each case, derivative securities) resulting from the Transactions by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 6.18. Equity and Other Long-Term Incentive Compensation.

(a) It is the intent of the parties hereto that the aggregate magnitude of the long-term incentive awards described in this Section 6.18, whether in stock-based or cash-based form, shall result in aggregate compensation expense (excluding any compensation expense attributable to any stock-based or cash-based awards granted to Robert Margolis, M.D.) of approximately $40,000,000, to be expensed over the applicable vesting period(s).

(b) If Parent provides written notice no later than ten (10) Business Days prior to the Closing Date, the Company shall grant Stock-Based Awards under the Company Plan to the groups of Continuing Employees and

in the amounts and subject to the terms and conditions to be set forth on a schedule to be mutually agreed upon in good faith between Parent and the Company s CEO as soon as administratively practicable following the date of this Agreement, provided that such Stock-Based Awards shall be effective as of immediately prior to, but contingent upon, the Effective Time. The number of Company Common Units subject to each such Stock-Based Award shall be determined by dividing (1) the quotient obtained by dividing the dollar amount set forth for the recipient on the schedule described in this Section 6.18(b) by an amount equal to the product of the One Day Parent Stock Volume-Weighted Average Price as of the date of grant and 52.0875% by (2) the Exchange Ratio. If applicable, the per unit base or exercise price of such award shall be determined by multiplying the closing price of Parent Common Stock on the New York Stock Exchange on the Closing Date by the Exchange Ratio. Each Stock-Based Award will be subject to the terms, definitions and provisions of the Company Plan, with such amendments as Parent shall deem necessary or appropriate and which will be effective solely with respect to the Stock-Based Awards, and an applicable form of award agreement to be provided by Parent. Parent will consult in good faith with the Company s CEO but will make the final determination in its discretion as to the amendments that Parent deems necessary or appropriate for the Company Plan and the intended assumption by Parent of any Stock-Based Awards, provided that such amendments shall not adversely effect the intended economic benefits to be granted to Continuing Employees pursuant to this Section 6.18(b). Prior to the Effective Time, and subject to the advance review and approval of Parent, which shall not be unreasonably withheld, conditioned or delayed, the Company shall have taken all actions necessary to effect the grant of any Stock-Based Awards directed by Parent to be made, including delivering all required notices, adopting appropriate forms of award agreement for the Stock-Based Award (which shall provide, among other things, for a vesting commencement date of no earlier than the Effective Time, for no accelerated vesting as a result of the Merger, and that such Stock-Based Awards shall terminate in the event this Agreement is terminated pursuant to ARTICLE IX hereof), authorizing the granting of the type(s) of Stock-Based Awards contemplated in this Section 6.18(b), and obtaining any required consents and/or approvals necessary to effectuate the provisions of this Section 6.18(b) and which may otherwise be required pursuant to applicable Law.

(c) Notwithstanding anything herein to the contrary, if Parent obtains a recommendation by ISS of a vote for the amendment to its 2011 Incentive Award Plan described in Parent s Proxy Statement for its 2012 Annual Stockholder Meeting, Parent shall not direct the Company to grant, and the Company shall not grant, any Stock-Based Awards.

(d) As soon as practicable, but in no event later than twenty-one (21) days after the Closing Date, Parent agrees to grant cash-settled performance-based long-term incentive plan awards to the groups of Continuing Employees and in the amounts and subject to the terms and conditions to be set forth on a schedule to be mutually agreed upon by Parent and the Company s CEO as soon as administratively practicable following the date of this Agreement. In addition, in the event that no Stock-Based Awards will be granted in accordance with Section 6.18(b), within twenty-one (21) days after the Closing Date, Parent agrees to grant stock-based awards to the groups of Continuing Employees and in the amounts and subject to the terms and conditions to be set forth on a schedule to be mutually agreed upon by Parent and the Company s CEO as soon as administratively practicable following the date of this Agreement. The number of shares of Parent Common Stock subject to each such stock-based award shall be determined by dividing the dollar amount set forth for the recipient on the schedule described in this Section 6.18(d) by an amount equal to the product of the One Day Parent Stock Volume-Weighted Average Price as of the date of grant and 52.0875%. If applicable, the per unit base or exercise price of such award shall be determined by the closing price of Parent Common Stock on the New York Stock Exchange on the date of grant. Finally, with respect to the portion of the approximately $40,000,000 of long-term incentive compensation expense referenced in Section 6.18(a) above that remains after any grants of long-term incentive awards are made either immediately prior to Closing in accordance with Section 6.18(b) or within twenty-one (21) days following the Closing Date in accordance with this Section 6.18(d), as soon as practicable, but in no event later than five (5) Business Days after the one year anniversary of the Closing Date, Parent agrees to grant stock-based awards to the groups of Continuing Employees and in the amounts and subject to the terms and conditions to be set forth on a schedule to be

mutually agreed upon by Parent and the Company s CEO as soon as administratively practicable following the date of this Agreement.

(e) It is the intent of the parties that any long-term incentive awards for any new employees of Parent, the Surviving Entity, or any of their Affiliates will be mutually agreed upon in good faith between Parent and the Company s CEO, consistent with appropriate corporate governance, including Parent s corporate policy on long-term incentive compensation. Parent s CEO and the Parent Board shall retain ultimate decision-making authority as it relates to the corporate policy on long-term incentive compensation. Notwithstanding the above, to the extent Parent recommends taking or opposing any action or decision with respect to any long-term incentive awards for a new employee of Parent, the Surviving Entity, or any of their Affiliates and the Company s CEO is opposed to such Parent recommendation or decision, the Company s CEO has the right to request that the Parent Board decide the issue, in which case the matter shall be determined by the Parent Board (and no such taking or opposing such action or decision shall be acted upon until such time as the Parent Board approves such taking or opposing such action or decision after considering in good faith the objections of the CEO).

Section 6.19. Earn-Out EBITDA LTIP. In the event that the Earn-Out EBITDA for the fiscal year ended December 31, 2013 is equal to or greater than $600,000,000 or payment of the Second Tranche is accelerated pursuant to Section 3.06(e), then Parent shall, no later than the first date of payment of the Second Tranche (including as such payment may be accelerated pursuant to Section 3.06(e)), grant cash-settled performance-based long-term incentive plan awards, totaling $20,000,000 in the aggregate, to the groups of individuals and in the amounts and subject to the terms and conditions to be set forth on a schedule to be mutually agreed upon by Parent and the Company s CEO.

Section 6.20. AMG Documents. Notwithstanding any other provision in this Agreement to the contrary, each of the parties hereto acknowledges and agrees that (i) the transactions contemplated by the AMG Documents shall not be effected or be otherwise deemed to have been consummated, or otherwise have any effect on the Business Entities or the Related Entities, prior to the Closing and (ii) Earn-Out EBITDA, EBITDA, Indebtedness, Indebtedness Amount, and Net Working Capital shall be calculated as though the transactions contemplated by the AMG Documents had never been agreed to or consummated. The parties hereto acknowledge and agree that the amount of the capital contribution made by Seismic Medical Group, PC, a California professional corporation, to HCPAMG in exchange for an interest therein pursuant to Amendment No. 5 to the Second Amended and Restated Partnership Agreement of HCPAMG corresponds to their understanding of the fair market value of such interest and the aggregate net fair market value of the assets and liabilities of HCPAMG.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01. Conditions to Obligations of the Company. The obligations of the Company to consummate the Transactions shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties, and Covenants. (i) The representations and warranties of Parent and Merger Sub contained in this Agreement, after disregarding all qualifications contained therein relating to materiality or Parent Material Adverse Effect, shall be true and correct at and as of the date of this Agreement and at and as of the Closing, as though made at and as of the Closing (or, if made as of a specific date, on and as of such date), except where the failure of all such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; (ii) the covenants and agreements contained in this Agreement to be complied with by Parent and Merger Sub on or before the Closing shall have been complied with in all material respects; and (iii) the Company shall have received a certificate of Parent signed by a duly authorized officer thereof dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above;

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(b) Governmental Approvals. Any waiting period (and any extensions thereof) under the HSR Act shall have expired or have been terminated;

(c) No Action. There shall not be threatened, instituted or pending any order, action or proceeding, before any court or other Governmental Authority with jurisdiction over material operations of the Company s business (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, in any material respect, the consummation of the Transactions or seeking to obtain material damages in connection with the Transactions, (ii) imposing or seeking to impose material limitations on the ability of Parent or any of its Affiliates to acquire or hold or to exercise full rights of ownership of any securities of the Business Entities, (iii) seeking to prohibit direct or indirect ownership or operation by Parent or any of its Affiliates of all or any material portion of the business or assets of the Business Entities, or to compel Parent or any of its Affiliates or the Related Entities to dispose of or to hold separately all or a material portion of the business or assets of Parent and its Affiliates or of the Business Entities, as a result of the Transactions, (iv) materially restricting or materially prohibiting the operations of the Related Entities respective businesses after the Closing in any geographic or product market or in any Program, or (v) seeking to invalidate or render unenforceable any material provision of this Agreement or any of the other Transaction Documents, in each case of clauses (ii), (iii), and (iv) above, only if any such action could reasonably be expected to materially and adversely affect Earn-Out EBITDA for the fiscal year ended December 31, 2012 or December 31, 2013;

(d) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced, or entered any Law (whether temporary, preliminary, or permanent) that has the effect of prohibiting or making illegal the Transactions;

(e) Registration Statement. The Registration Statement (as amended or supplemented) has been declared effective and shall be effective under the Securities Act at the Effective Time, and no stop order suspending effectiveness shall have been issued, and no action, suit, proceeding, or investigation seeking a stop order or to suspend the effectiveness of the Registration Statement shall be pending before or threatened by the SEC;

(f) Member Approval. The Member Approval shall have been obtained; and

(g) Transaction Documents and Other Deliverables. Parent, Merger Sub, and the Escrow Agent (in the case of the Escrow Agreement), as applicable, shall have executed and delivered the Transaction Documents to which it is a party to the Company and the Member Representative, as applicable, and such other certificates, documents, and instruments as the Company may reasonably request related to the Transactions.

Section 7.02. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to consummate the Transactions shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions.

(a) Representations, Warranties and Covenants. (i) The representations and warranties of the Company contained in this Agreement, after disregarding all qualifications contained therein relating to materiality or Material Adverse Effect, shall be true and correct at and as of the date of this Agreement and at and as of the Closing, as though made at and as of the Closing (or, if made as of a specific date, on and as of such date), except where the failure of all such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (ii) the covenants and agreements contained in this Agreement to be complied with by the Company on or before the Closing shall have been complied with in all material respects; (iii) the covenants and agreements contained in the Support Agreements to be complied with by the Substantial Members on or before the Closing shall have been complied with in all material respects; (iv) the covenants and agreements contained in the Voting Agreement to be complied with by the Majority Member on or before the Closing shall have been complied with in all material respects and (v) Parent shall have received a certificate of the Company signed by a duly authorized officer of the Company dated as of the Closing Date certifying the matters set forth in clauses (i) and (ii) above;

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(b) Governmental Approvals. Any waiting period (and any extensions thereof) under the HSR Act shall have expired or have been terminated;

(c) No Action. There shall not be threatened, instituted or pending any order, action or proceeding, before any court or other Governmental Authority with jurisdiction over material operations of the Company s business (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, in any material respect, the consummation of the Transactions or seeking to obtain material damages in connection with the Transactions, (ii) imposing or seeking to impose material limitations on the ability of Parent or any of its Affiliates to acquire or hold or to exercise full rights of ownership of any securities of the Business Entities, (iii) seeking to prohibit direct or indirect ownership or operation by Parent or any of its Affiliates of all or any material portion of the business or assets of the Business Entities, or to compel Parent or any of its Affiliates or the Related Entities to dispose of or to hold separately all or a material portion of the business or assets of Parent and its Affiliates or of the Business Entities, as a result of the Transactions, (iv) materially restricting or materially prohibiting the operations of the Related Entities respective businesses after the Closing in any geographic or product market or in any Program, or (v) seeking to invalidate or render unenforceable any material provision of this Agreement or any of the other Transaction Documents;

(d) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced, or entered any Law (whether temporary, preliminary, or permanent) that has the effect of prohibiting or making illegal the Transactions;

(e) Authority and Third-Party Consents. The Company shall have obtained and delivered to Parent documentation evidencing the consents and authorizations as and to the extent described on Section 7.02(e) of the Company Disclosure Schedule;

(f) Registration Statement. The Registration Statement (as amended or supplemented) has been declared effective and shall be effective under the Securities Act at the Effective Time, and no stop order suspending effectiveness shall have been issued, and no action, suit, proceeding, or investigation seeking a stop order or to suspend the effectiveness of the Registration Statement shall be pending before or threatened by the SEC;

(g) Member Approval. The Member Approval shall have been obtained;

(h) Transaction Documents; Other Deliverables. The Company, the Member Representative, and the Escrow Agent (in the case of the Escrow Agreement), as applicable, shall have executed and delivered the Transaction Documents to which it is a party to Parent and Merger Sub, as applicable, and such other certificates, documents, and instruments as Parent may reasonably request related to the Transactions;

(i) Related Agreements. The agreements and other documents set forth in Section 7.02(i) of the Company Disclosure Schedule (the AMG Documents) shall be in full force and effect, valid and binding on the applicable Business Entities and any Related Entities that are parties thereto, and shall not have been amended or otherwise modified since the date of this Agreement; and

(j) FIRPTA Affidavits. The Company shall have delivered or shall have caused to be delivered to Parent one or more affidavits, as appropriate, allowable, and necessary under applicable Law and under penalties of perjury, providing Parent with written documentation that (i) no interest in any Business Entity is a United States real property interest and/or that no Business Entity either was or is a United States real property holding corporation either prior to or as of the Closing Date (in form and substance required under Treasury Regulation Section 1.897-2(h) or under Treasury Regulations issued pursuant to Section 1445 of the Code) or that (ii) no Member is a foreign person (in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the Code), so that Parent or the Exchange Agent or other party is exempt from withholding any portion of the consideration to be delivered pursuant to this Agreement under Section 1445 of the Code.

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ARTICLE VIII

INDEMNIFICATION

Section 8.01. Survival of Representations and Warranties. The representations and warranties of the parties hereto contained in this Agreement and the EQ Representations shall survive the Closing until the date that is the second (2nd) anniversary of the Closing Date (the Survival End Date), except for (i) the representations and warranties set forth in Section 4.01 (Organization, Authority and Qualification of the Company), Section 4.02 (Organization, Authority and Qualification of the Business Entities and Related Entities), Section 4.03(b) (Ownership of Equity Interests), Section 4.03(c) (No Options), Section 4.28 (Brokers), Section 5.01 (Organization and Authority of Parent and Merger Sub), and Section 5.15 (Brokers) (collectively, the Specified Reps), which shall survive indefinitely with respect only to any indemnification obligations arising out of or resulting from fraud or intentional misrepresentation by the Company, any Member, Parent or Merger Sub, and (ii) the representations and warranties set forth in Section 4.15 (Healthcare Regulatory Compliance), which shall survive until the date that is the fourth (4th) anniversary of the Closing Date; provided, however, that any claim made in accordance with Section 8.05 by the party seeking to be indemnified within the time periods set forth in this Section 8.01 shall survive until such claim is finally and fully resolved. The covenants and agreements contained in this Agreement (other than covenants and agreements to be performed after the Closing) shall expire on the Effective Time, and each covenant and agreement contained in this Agreement to be performed after the Closing shall expire immediately following one hundred twenty (120) days after the date on which such covenant or agreement is to be performed; provided, however, that any claim made in accordance with Section 8.05 by the party seeking to be indemnified within the time periods set forth in this Section 8.01 shall survive until such claim is finally and fully resolved. Following the expiration of a representation, warranty, covenant, or agreement, no Action may be initiated by any Parent Indemnified Party or Company Indemnified Party (as hereinafter defined) with respect thereto, regardless of any statute of limitations period that would otherwise apply.

Section 8.02. Indemnification by the Members. Parent and its Affiliates (including the Business Entities following the Closing) and their respective officers, directors, employees, and agents (each, a Parent Indemnified Party) shall from and after the Closing be indemnified and held harmless by the Members, jointly and severally, from and against all Liabilities, claims, damages (but excluding for all purposes under this ARTICLE VIII any consequential, incidental, or indirect damages, mental or emotional distress, diminution in value, lost profits, special, punitive, exemplary, or similar damages, and any damages calculated as a multiple of earnings, EBITDA, or revenue or loss of business reputation or opportunity), interest, awards, judgments, penalties, expenses, and assessments (in each case, including reasonable attorneys and consultants fees and expenses) (collectively, Losses) suffered or incurred by them arising out of or resulting from (without duplication):

(a) any misrepresentation in or breach of any of the representations or warranties of the Company contained in ARTICLE IV of this Agreement (other than the representations and warranties contained in Section 4.21, which are addressed in Section 8.02(d)) or any of the EQ Representations;

(b) the breach of, or failure to perform, any covenant or agreement of the Company (but only to the extent that any such covenant or agreement is to be performed by the Company prior to the Closing), the Members, or the Member Representative contained in this Agreement (other than the covenants and agreements set forth in Section 6.01(b)(xix) and Section 6.15, which are addressed in Section 8.02(d));

(c) any Losses, including any adverse impact on management fees to be paid to any Business Entity after the Closing pursuant to one or more management agreements with Related Entities, attributable to both (x) the operation of the Business on or prior to December 31, 2012 (as measured by date of service occurring on or prior to December 31, 2012) and (y) either of the following:

(i) any net negative adjustments (netting out all positive adjustments, including recoupments, against all negative adjustments) made to, or net repayments (netting out all positive adjustments, including

recoupments, against all negative adjustments) of, pre- or post-Closing capitation or other payments from Payors to any of the Related Entities as a result of an adjustment of or challenge to the applicable plan s risk adjustment factors by CMS or as a result of any withdrawal or nonvalidation of codes submitted by any of the Related Entities, in each case pursuant to a risk adjustment data validation audit (or other similar or successor audit(s)) of pre-Closing activity by CMS or its contractors; or

(ii) any disclosure (including self-disclosures) to, or investigation, action, order, or audit by, CMS, any other Governmental Authority regulating or enforcing Health Care Laws or Payor, or any agent or contractor thereof or thereto, with respect to pre-Closing activity, including a disclosure by a whistleblower with respect to any Business Entity or Related Entity, in all cases computed net of all positive adjustments, including recoupments, resulting from all such disclosures, investigations, actions, orders or audits;

provided, however, that any indemnification obligation of the Members under this Section 8.02(c) that is attributable to the operation of the Business (as measured by date of service) during the period from the Closing Date until December 31, 2012, shall be prorated by multiplying the amount of such Losses by a fraction, the numerator of which is the number of days in 2012 through the Closing Date and the denominator of which is 366; it further being agreed, for the sake of clarity, that there shall be no proration or reduction for any Losses attributable to the operation of the Business (as measured by date of service) prior to the Closing Date and that the Members shall be responsible hereunder, pursuant to the terms and conditions of this Section 8.02(c), for all such pre-Closing Date Losses; and

(d) Indemnified Taxes (and for purposes of this Section 8.02(d), Losses shall include Taxes).

Section 8.03. Indemnification by Parent. The Members and their respective officers, managers, equityholders, employees, and agents (each, a Company Indemnified Party) shall from and after the Closing be indemnified and held harmless by Parent from and against any and all Losses suffered or incurred by them arising out of or resulting from (without duplication):

(a) any misrepresentation in or breach of any of the representations or warranties of Parent or Merger Sub contained in ARTICLE V of this Agreement;

(b) the breach of, or failure to perform, any covenant or agreement of Parent or Merger Sub, or the Company (but with respect to the Company only to the extent that any such covenant or agreement is to be performed by the Company after the Closing) contained in this Agreement;

(c) any Taxes imposed on the Business Entities or the Related Entities, or any Taxes that are imposed on any Member with respect to a Pre-Closing Tax Period as a result of the breach of, or failure to perform, any covenant or agreement herein by Parent or any Affiliate of Parent, including, after the Closing, the Company or any Affiliate of the Company, and that are not Indemnified Taxes subject to indemnification pursuant to Section 8.02(d) (and for purposes of this Section 8.03(c), Losses shall include Taxes); and

(d) the execution of the AMG Documents and the transactions contemplated thereby (and for purposes of this Section 8.03(d), Losses shall include Taxes other than Taxes resulting from a negative tax capital account maintained by a partner of HCPAMG).

Section 8.04. Limits on Indemnification. Notwithstanding anything to the contrary contained in this Agreement:

(a) (i) The Members shall not be liable for any Losses pursuant to Section 8.02(a) (other than Section 4.21 (Taxes)) or Section 8.02(c) unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Members exceeds $27,500,000, whereupon the Parent Indemnified Party shall be entitled to indemnification for the full amount of such Losses (without deduction of such threshold amount); (ii) no claim for indemnification by any Parent Indemnified Party pursuant to Section 8.02 shall be asserted for

any individual item or a series of related items where the Losses with respect to such item or series of related items are less than $100,000 (and if the Losses relating to such item or series of related items do not exceed $100,000, then no such Losses shall be counted toward satisfaction of the threshold set forth in Section 8.04(a)(i)); (iii) the maximum aggregate amount of indemnifiable Losses which may be recovered from the Members shall be an amount equal to the value, if any, of Parent Common Stock and the amount, if any, of cash remaining in the Escrow Fund on or prior to the Survival End Date and in the Healthcare Indemnity Account and the Tax Indemnity Account following the Survival End Date (the Cap) (it being understood that the Members shall not be liable for Losses in the aggregate in excess of the Cap); (iv) following the Survival End Date, the only indemnifiable Losses which may be recovered from the Members (and any such recovery shall be limited by the Cap) shall be (A) from the Healthcare Indemnity Account but only until the Fourth Escrow Distribution Date (except as otherwise provided in Section 8.04(a)(v)) and only (x) pursuant to Section 8.02(a) but only with respect to the representations and warranties set forth in Section 4.15 (Healthcare Regulatory Compliance) and (y) pursuant to Section 8.02(c), and (B) from the Tax Indemnity Account but only until the Fifth Escrow Distribution Date (except as otherwise provided in Section 8.04(a)(vi)) and only pursuant to Section 8.02(d); (v) following the Fourth Escrow Distribution Date, the only indemnifiable Losses which may be recovered from the Healthcare Indemnity Account shall be for any claim made by a Parent Indemnified Party on or prior to the Fourth Escrow Distribution Date in accordance with Section 8.05 and of the type described in Section 8.04(a)(iv)(A)(x) or Section 8.04(a)(iv)(A)(y), in each case that remains unresolved as of the Fourth Escrow Distribution Date; (vi) following the Fifth Escrow Distribution Date, the only indemnifiable Losses which may be recovered from the Tax Indemnity Account shall be for any claim made by a Parent Indemnified Party on or prior to the Fifth Escrow Distribution Date in accordance with Section 8.05 and of the type described in Section 8.04(a)(iv)(B), in each case that remains unresolved as of the Fifth Escrow Distribution Date; (vii) the Members shall not be liable for any Losses for Indemnified Taxes under Section 8.02(d) to the extent arising out of, resulting from, or accelerated by, the breach of any covenant herein by Parent or any Affiliate of Parent, including, after the Closing, the Company or any Affiliate of the Company, and (viii) the Members shall not be liable for any Losses to the extent arising out of or resulting from the execution of the AMG Documents or the transactions contemplated thereby (it being understood that, for the avoidance of doubt, this clause (viii) shall not require Parent to indemnify any Member that is also a partner of HCPAMG for Taxes resulting from a negative tax capital account maintained by such partner in HCPAMG, as provided in Section 8.03(d) above); provided, however, that the limitations set forth in this Section 8.04(a) shall not apply in respect of any indemnification obligation arising out of or resulting from fraud or intentional misrepresentation by the Company (to the extent occurring prior to the Closing) or any Member (it being understood that any such indemnification obligation may only be recovered from the Escrow Fund if a claim is made with respect thereto on or prior to the Survival End Date in accordance with Section 8.05 and may not be recovered from the Healthcare Indemnity Account or the Tax Indemnity Account) and provided, further, that the limitations set forth in clause (i) of this Section 8.04(a) shall not apply to breaches by the Company of any of the Specified Reps.

(b) (i) Parent shall not be liable for any Losses pursuant to Section 8.03(a) unless and until the aggregate amount of indemnifiable Losses which may be recovered from Parent exceeds $5,008,380, whereupon the Company Indemnified Party shall be entitled to indemnification for the full amount of such Losses (without deduction of such threshold amount); (ii) no claim for indemnification by any Company Indemnified Party pursuant to Section 8.03(a) or Section 8.03(b) shall be asserted for any individual item or a series of related items where the Losses with respect to such item or series of related items are less than $100,000 (and if the Losses relating to such item or series of related items do not exceed $100,000, then no such Losses shall be counted toward satisfaction of the threshold set forth in Section 8.04(b)(i)); (iii) the maximum aggregate amount of indemnifiable Losses which may be recovered from Parent under Section 8.03(a) and Section 8.03(c) shall be an amount equal to $101,875,000 (it being understood that Parent shall not be liable for Losses in the aggregate in excess of $101,875,000 pursuant to this clause (iii)); and (iv) Parent shall not be liable for any Losses pursuant to Section 8.03(c) or Section 8.03(d) to the extent arising out of, resulting from, or accelerated by, the breach of any covenant herein by any Member or, prior to the Closing, by the Company or any Affiliate of the Company; provided, however, that the limitations set forth in this Section 8.04(b) shall not apply in respect of any indemnification obligation arising out of or resulting from fraud or intentional misrepresentation by Parent or

Merger Sub, or by the Company (to the extent occurring after the Closing), and provided, further, that the limitations set forth in clause (i) of this Section 8.04(b) shall not apply to breaches by Parent or Merger Sub of any of the Specified Reps.

(c) The Members liability for any Losses shall be satisfied solely and exclusively from the Escrowed Merger Consideration then held by the Escrow Agent in the Escrow Account on or prior to the Survival End Date (the Escrow Fund) or in the Healthcare Indemnity Account and in the Tax Indemnity Account after the Survival End Date by reducing the amounts that would otherwise become payable to the Members under the Escrow Agreement, and in no event shall any such Losses other than from Escrowed Merger Consideration in the Escrow Account, the Healthcare Indemnity Account and the Tax Indemnity Account be payable by the Members through application of Section 10.10. Notwithstanding anything else herein to the contrary, the parties hereby acknowledge and agree that once Escrowed Merger Consideration in the Escrow Account, the Healthcare Indemnity Account and the Tax Indemnity Account has been exhausted or fully paid to the Members and the holders of Company Options, the only liability of the Members for Losses hereunder that shall survive shall be with respect to breaches of any of the Specified Reps arising out of or resulting from fraud or intentional misrepresentation by the Company (to the extent occurring prior to the Closing) or any Member, which liability shall be several and not joint among the Members and shall be allocated pro rata based on the Fully Diluted Units held by such Members as of immediately prior to the Closing relative to Total Outstanding Company Units.

(d) For all purposes of this ARTICLE VIII, the representations and warranties of the Company shall not be deemed to be qualified by any references to the terms material , materially , Material Adverse Effect or terms of similar meaning; provided, however, that, in no event shall (A) Material Contract be read to mean Contract or (B) any such material , materially or Material Adverse Effect be read out of Section 4.12 o Section 4.22(a). For all purposes of this ARTICLE VIII, Losses shall be net of (A) any insurance proceeds actually paid to the Indemnified Party or any of its Affiliates in connection with the facts giving rise to the right of indemnification and, if the Indemnified Party or any of its Affiliates receives such proceeds after receipt of payment from the Indemnifying Party, then the amount of such proceeds, net of any related deductibles and reasonable expenses incurred in obtaining them, shall be paid to the Indemnifying Party; (B) any prior or subsequent contribution or other payments or recoveries of a like nature by the Indemnified Party from any third Person (other than the Indemnifying Party) with respect to such Losses; and (C) any amount reserved on the Estimated Closing Balance Sheet or, on and after such time there exists a balance sheet from which Final Net Working Capital and Final Indebtedness Amount are calculated, such balance sheet with respect to such Loss to the extent that such amount was included in Final Net Working Capital or Final Indebtedness Amount. Each of the parties hereto acknowledges and agrees to treat any payment for any indemnification claim pursuant to this Agreement as an adjustment to the consideration received hereunder by the applicable holder of Company Common Units for such Company Common Units or by the applicable holder of Company Options for such Company Options. Each Indemnified Party shall be obligated to use its commercially reasonable efforts to mitigate all Losses after it becomes aware of any event that could reasonably be expected to give rise to any Losses that are indemnifiable or recoverable hereunder or in connection herewith.

(e) (i) No Indemnifying Party shall be liable for any Losses in respect of any liability or Loss that is contingent unless and until such contingent liability or Loss becomes an actual liability or Loss and is due and payable and (ii) no Indemnifying Party shall be liable to pay any amount in discharge of a claim under this ARTICLE VIII unless and until the Liability or Loss in respect of which the claim is made has become due and payable.

(f) An Indemnified Party shall not be entitled under this Agreement to multiple recoveries for the same Loss.

(g) No Parent Indemnified Party shall be entitled to indemnification under this ARTICLE VIII with respect to any Losses to the extent that such Losses have been incorporated into the final determination of the Final Net Working Capital or the Final Indebtedness Amount pursuant to Section 3.05 and Parent has been paid the Total Shortfall Amount, if any, to which it is entitled pursuant to such Section.

(h) The right of a Parent Indemnified Party or a Company Indemnified Party to indemnification or to assert or recover on any claim shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of or compliance with any of the representations, warranties, covenants, or agreements set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

(i) Parent may offset any amounts to which it may be entitled under the terms of this Agreement against amounts otherwise payable by it under this Agreement. Neither the exercise of, nor the failure to exercise, such right of offset shall constitute an election of remedies or limit Parent in any manner in the enforcement of any other remedies that may be available to it hereby.

(j) Any Loss incurred by a Parent Indemnified Party to the extent due to its or the Company s or a Related Consolidated Entity s direct or indirect ownership of equity securities of a less than wholly owned Related Entity shall be limited to the Losses attributable to such Parent Indemnified Party s or the Company s or such Related Consolidated Entity s ownership interest and shall not include any Losses incurred to the extent due to any other ownership interest of equity securities in such Related Entity.

Section 8.05. Notice of Loss; Third-Party Claims.

(a) An Indemnified Party shall give the Indemnifying Party written notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, within forty-five (45) days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this ARTICLE VIII except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) If an Indemnified Party shall receive notice of any Action, audit, claim, demand, or assessment against it (each, a Third-Party Claim) that may give rise to a claim for Loss under this ARTICLE VIII, within thirty (30) days of the receipt of such notice (or within such shorter period as may be required to permit the Indemnifying Party to respond to any such claim), the Indemnified Party shall give the Indemnifying Party written notice of such Third-Party Claim together with copies of all notices and documents served on or received by the Indemnified Party; provided, however, that the failure to provide such notice or copies shall not release the Indemnifying Party from any of its obligations under this ARTICLE VIII except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnifying Party shall be entitled to assume and control the defense of such Third-Party Claim at its expense and through counsel of its choice (provided that such counsel is not reasonably objected to by the Indemnified Party) if it gives notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided that, if the Third-Party Claim consists of an Action brought against or with respect to the Indemnified Party by a Governmental Authority enforcing, or asserting Losses as a result of a violation of, Health Care Laws, the Indemnified Party shall be entitled, by giving written notice to the Indemnifying Party concurrently with the giving of written notice of such Third-Party Claim, to elect to jointly assume and control the defense of such Third-Party Claim with the Indemnifying Party, with each of the Indemnified Party and Indemnifying Party bearing one-half of the expense of such defense and through counsel jointly selected by the Indemnified Party and the Indemnifying Party. If the Indemnifying Party elects to undertake any such defense (other than a joint defense as described above) against a Third-Party Claim, the Indemnified Party may participate in such defense at its own expense. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party s expense (other than in the case of a joint defense as described above where such expense shall be split equally), all witnesses, pertinent

records, materials, and information in the Indemnified Party s possession or under the Indemnified Party s control relating thereto (or in the possession or control of any of its Affiliates or its or their Representatives) as is reasonably requested by the Indemnifying Party or its counsel. If the Indemnifying Party elects to direct the defense of any Third-Party Claim pursuant to this Section 8.05, the Indemnified Party shall not pay or approve the payment of any part of such Third-Party Claim unless the Indemnifying Party consents in writing to such payment or unless the Indemnifying Party withdraws from the defense of such Third-Party Claim or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnifying Party is entered against the Indemnified Party for such Third-Party Claim. If the Indemnifying Party has elected to direct and is directing the defense of any Third-Party Claim pursuant to this Section 8.05, the Indemnified Party shall not forgo any appeal or admit any Liability with respect to, or settle, compromise, or discharge, such Third-Party Claim without the Indemnifying Party s prior written consent. The Indemnifying Party shall have the right to settle any Third-Party Claim for which it obtains a full release of the Indemnified Party in respect of such Third-Party Claim (and which settlement does not impose injunctive or other equitable relief against the Indemnified Party or a finding or admission of any violation of applicable Law or violation of the rights of any Person by the Indemnified Party) or to which settlement the Indemnified Party consents in writing, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 8.06. Remedies. Each of the parties hereto acknowledges and agrees that following the Closing, other than as provided in Section 10.10 (but subject to Section 8.04(c)), (i) the indemnification provisions of this ARTICLE VIII and Section 6.08(c) shall be the sole and exclusive remedies of the parties hereto for any breach of the representations and warranties contained in this Agreement or of the EQ Representations and for any failure to perform or comply with any covenant or agreement in this Agreement; and (ii) any and all claims arising out of or in connection with the Transactions must be brought under and in accordance with the terms of this Agreement. In furtherance of the foregoing, each party hereto hereby waives, from and after the Closing, to the fullest extent permitted by Law, any and all other rights, claims, and causes of action it may have against the other party or its Affiliates, successors, and permitted assigns relating to the subject matter of this Agreement (other than claims for fraud or intentional misrepresentation).

Section 8.07. Subrogation. Upon making any payment to the Indemnified Party for any indemnification claim pursuant to this ARTICLE VIII, the Indemnifying Party shall be subrogated, to the extent of such payment, to any rights which the Indemnified Party may have against any third-parties with respect to the subject matter underlying such indemnification claim and the Indemnified Party shall assign any such rights to the Indemnifying Party.

Section 8.08. Member Representative.

(a) Each Member shall be deemed to have irrevocably approved the designation of, and hereby irrevocably designates, Robert D. Mosher as the Member Representative and Robert D. Mosher is hereby appointed as of the date hereof as the true and lawful agent and attorney in fact of the Members as the Member Representative for and on behalf of the Members to give and receive notices and communications in connection with this Agreement and related matters, including in connection with claims for indemnification under this ARTICLE VIII, to take all actions, including the payment of expenses or defense on behalf of Members pursuant to Section 8.05, and to agree to, negotiate, defend, and enter into settlements, adjustments, and compromises of, and commence and prosecute litigation and comply with Governmental Orders with respect to, such claims, and to take all other actions, including the giving of instructions to the Escrow Agent, that are either (i) necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing or (ii) specifically authorized or mandated by Section 3.02, Section 3.05, Section 3.06, Section 3.07, Section 3.08, Section 6.15, Section 7.01, Section 7.02, and Section 8.08 and ARTICLE X. In fulfilling his duties hereunder, the Member Representative shall act in good faith and in a manner that the Member Representative reasonably believes to be in the best interests of the Members, taken as a whole, and consistent with his obligations under this Agreement. The Member Representative shall be assisted from time to time by such Persons as the Member Representative deems necessary and appropriate in exercising his duties under this Agreement. The Member

Representative shall be subject to removal by the Majority Member (or its designated successor). If the Member Representative shall die, be removed, become disabled or resign, or the Member Representative is otherwise unable to fulfill his responsibilities hereunder, the Majority Member shall appoint a successor Member Representative as soon as reasonably practicable after such death, removal, disability, resignation, or inability, and immediately thereafter notify Parent of the identity of such successor. Any such successor shall succeed the former Member Representative as the Member Representative hereunder. Notices or communications to or from the Member Representative shall constitute notice to or from the Members. Each Member hereby agrees to receive correspondence from the Member Representative, including in electronic form. As promptly as reasonably practicable following the date hereof, the Company shall deliver to the Member Representative a mailing list with the mailing address and email address of each Member and holder of Company Options and the Member Representative may rely on such mailing list unless notified in writing by any Member, holder of Company Options, or any authorized representative of any Member or holder of Company Options of a change in such Member s or holder of Company Options mailing address or email address or of a transfer pursuant to Section 3.07, indentifying (in the case of a transfer) the name and address of the successor interest holder. It is understood by all parties that Robert D. Mosher is executing this Agreement solely in his capacity as the Member Representative and solely with respect to the specified provisions of this Agreement specified in the first sentence of this clause (a), and the Member Representative shall have no duties or obligations, at law, in equity, by contract, or otherwise, to act on behalf of any Member, except for those duties or obligations expressly set forth in this Agreement.

(b) Any and all costs and expenses of the Member Representative, including any costs and expenses of any Person retained by the Member Representative to provide assistance, counsel, or other advisory services, incurred in performing his obligations under this Agreement shall be paid or recovered from funds in the MR Escrow Account pursuant to Section 3.07, except as provided in the last sentence of Section 8.08(c).

(c) The Member Representative shall be entitled to act in his sole and absolute discretion and shall incur no liability whatsoever to the Members for any act done or omitted hereunder as the Member Representative, including errors in judgment, while acting in good faith or in reliance on the advice of representatives of the Majority Member, counsel, accountants, or other advisors, consultants, or experts. The Members shall exonerate and make no claim against the Member Representative for acting as their Member Representative, other than with respect to any act or failure to act which represents fraud, willful misconduct, or gross negligence on the part of the Member Representative. The Members shall indemnify the Member Representative and hold the Member Representative harmless against any liability incurred without fraud, willful misconduct, or gross negligence on the part of the Member Representative and arising out of or in connection with the acceptance or administration of the Member Representative s duties hereunder, including the reasonable fees and expenses of any legal counsel retained by the Member Representative. The Member Representative shall have the right to recover such expenses directly from the MR Escrow Account; provided, however, following the time that the MR Escrow Account has been fully exhausted, the Member Representative may recover 80% of such expenses from the Majority Member and 20% of such expenses from Bay Shores Investment LLC, with such Members being entitled to recover the payment of such expenses in excess of their pro rata share from the other Members pro rata based on the proportion of Company Common Units held by each Member as of immediately prior to the Closing relative to all Company Common Units held by all Members as of immediately prior to the Closing. The Majority Member, Bay Shores Investment LLC, and each Signing Member shall promptly make the payments required of them hereunder and shall pay all costs and expenses (including reasonable attorneys fees) incurred in any Action initiated to collect any such payments that have not been made.

(d) The Member Representative shall be compensated for his service as such based upon the amount of time devoted to such services at the normal hourly rate of the Member Representative as determined by Nossaman LLP. If the Member Representative is not a lawyer at Nossaman LLP, the Member Representative shall be compensated at a rate and on a basis established by the Majority Member. The Member Representative shall be paid such compensation from the funds in the MR Escrow Account and, if there are no remaining funds

in the MR Escrow Account, the Member Representative may recover his compensation in the same way expenses may be recovered pursuant to the last sentence of Section 8.08(c) above.

(e) A decision, act, consent, or instruction of the Member Representative after the Closing, including a waiver of this Agreement pursuant to Section 10.08(b) hereof, shall constitute a decision of all the Members and shall be final, binding, and conclusive upon the Members. Parent is entitled to rely upon any such decision, act, consent, or instruction of the Member Representative as being the decision, act, consent, or instruction of all the Members. Parent is hereby relieved from any liability to any Person for any acts done by Parent in accordance with such decision, act, consent, or instruction of the Member Representative.

(f) Parent agrees and acknowledges that concurrently with the execution of this Agreement, it has executed and delivered to the Member Representative a conflict waiver letter mutually agreeable to Parent and the Member Representative. The Members acknowledge that the Member Representative is a partner in a law firm, Nossaman LLP, which as of the date hereof provides legal services to the Company and after the Closing may provide legal services to or on behalf of Parent and its Affiliates, including the Surviving Entity. The Company with respect to periods prior to Closing and the Members acknowledge and waive any conflict of interest that may result from the representation of Parent and its Affiliates by Nossaman LLP or Mr. Mosher at a time when Mr. Mosher concurrently serves as the Member Representative.

ARTICLE IX

TERMINATION

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either the Company or Parent if the Closing shall not have occurred by November 30, 2012 (the Termination Date); provided, however, that the right to terminate this Agreement under this Section 9.01(a) shall not be available to any party whose breach or failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(b) by either the Company or Parent in the event that any Governmental Order enjoining or otherwise prohibiting the Transactions shall have become final and nonappealable;

(c) by the Company if a breach of any representation, warranty, covenant, or agreement on the part of Parent or Merger Sub set forth in this Agreement (including an obligation to consummate the Transactions) shall have occurred that would, if occurring or continuing on the Closing Date, cause any of the conditions set forth in Section 7.01 not to be satisfied, and such breach is not cured, or is incapable of being cured, within thirty (30) days (but no later than the Termination Date) of receipt of written notice by the Company to Parent of such breach; provided that the Company is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 7.02 not to be satisfied;

(d) by Parent if a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Transactions) shall have occurred that would, if occurring or continuing on the Closing Date, cause any of the conditions set forth in Section 7.02 not to be satisfied, and such breach is not cured, or is incapable of being cured, within thirty (30) days (but no later than the Termination Date) of receipt of written notice by Parent to the Company of such breach; provided that Parent is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 7.01 not to be satisfied;

(e) by either the Company or Parent, upon written notice to the other party, if the Member Approval shall not have been obtained;

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(f) by either the Company or Parent in the event that one or more of the conditions to Closing contained in ARTICLE VII cannot be satisfied as of the Closing Date; provided, however, that the right to terminate this Agreement under this Section 9.01(f) shall not be available to any party in breach of this Agreement or whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, such condition not to be satisfied as of the Closing Date;

(g) by either the Company or Parent in the event that neither Parent nor Merger Sub shall have received the proceeds of the Financing at any time following the satisfaction or waiver of all the conditions set forth in Section 7.02 (other than those conditions that, by their nature, cannot be satisfied until the Closing Date, but which conditions could be satisfied if the Closing Date were the date of such termination); provided that the right to terminate this Agreement under this Section 9.01(g) shall not be available to any party in breach of this Agreement or whose failure to fulfill any obligation under Section 6.08 shall have been the cause of, or shall have resulted in, such failure of Parent or Merger Sub to receive the proceeds of the Financing;

(h) by Parent, upon written notice to the Company within five (5) Business Days after obtaining the Member Approval, if at the time of termination holders of more than five percent (5%) of the outstanding Company Common Units shall have validly exercised their dissent rights (and not withdrawn such exercise or otherwise become ineligible to effect such exercise) in respect of the Transactions; or

(i) by the mutual written consent of the Company and Parent.

Section 9.02. Effect of Termination. In the event of termination of this Agreement as provided in Section 9.01, this Agreement shall forthwith become void and there shall be no Liability on the part of either party hereto or its Representatives (which shall include, for the avoidance of doubt, the Financing Sources) except that (a) this Section 9.02, Section 9.03, ARTICLE X, the indemnification provisions set forth in Section 6.08(c) and the reimbursement provisions set forth in Section 6.16(a) shall survive any such termination; (b) the Confidentiality Agreement shall continue in full force and effect in accordance with its terms; and (c) nothing herein shall relieve any party hereto from Liability for any intentional breach of this Agreement occurring prior to such termination.

Section 9.03. Termination Fee.

(a) In the event that (i) Parent or the Company shall terminate this Agreement pursuant to Section 9.01(a) (and at such time any condition set forth in Section 7.01(a) or Section 7.01(g) is not satisfied, including the obligation of Parent or Merger Sub to consummate the Transactions, or any other condition set forth in Section 7.01 is not met due to Parent s or Merger Sub s breach of this Agreement or failure to fulfill any obligation under this Agreement) or the Company shall terminate this Agreement pursuant to Section 9.01(c), in either case following the satisfaction or waiver of all the conditions set forth in Section 7.02 (other than (x) conditions that have not been met due to Parent s or Merger Sub s breach of this Agreement or failure to fulfill any obligation under this Agreement and (y) those conditions that, by their nature, cannot be satisfied until the Closing Date, but, in the case of clause (y), which conditions could be satisfied if the Closing Date were the date of such termination or if Parent or Merger Sub had not breached this Agreement or had not failed to fulfill its obligations under this Agreement), (ii) the Company shall terminate this Agreement pursuant to Section 9.01(f) following Parent s or Merger Sub s breach of this Agreement or failure to fulfill any obligation under this Agreement, in each case that shall have been the cause of, or shall have resulted in, a condition not to be satisfied as of the Closing Date that provided the basis for the termination of this Agreement pursuant to Section 9.01(f), or (iii) Parent or the Company shall terminate this Agreement pursuant to Section 9.01(g) (other than if (A) the Company has failed to deliver to Parent on the Closing Date a certificate signed by a duly authorized officer of the Company certifying that, effective as of the Closing, the EQ Representations with respect to which the Company, pursuant to Section 6.08(c), has confirmed to Parent that Parent may make in the Financing Agreement with respect to the Senior Secured Financing are true and correct in all material respects as of the Closing Date and (B) neither Parent nor Merger Sub has received the proceeds of the Senior Secured

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Financing and that failure is solely the result of the EQ Representations not being true and correct in all material respects as of the Closing Date), then Parent shall pay to the Company, (x) concurrently with such termination by Parent or (y) for all such terminations other than by Parent as promptly as reasonably practicable (and, in any event, within two (2) Business Days of such termination) a termination fee of $125,000,000 by wire transfer of immediately available funds to an account designated by the Company (the Parent Termination Fee), it being understood that in no event shall Parent be required to pay the Parent Termination Fee on more than one occasion.

(b) If the Parent Termination Fee becomes due and Parent fails to timely pay such termination fee, and, in order to obtain payment, the Company commences an Action that results in a judgment against Parent for the payment of the Parent Termination Fee, Parent shall, in addition to paying the Company the Parent Termination Fee, pay the Company its reasonable costs and expenses (including reasonable attorneys fees) in connection with the such Action, together with interest on such termination fee at the prime rate, as quoted in the Money Rates section of *The Wall Street Journal*, for the period commencing on the date the Parent Termination Fee was required to be paid through the date such payment was actually received by the Company.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors, accountants, and printers and filing, processing, or other fees, incurred in connection with this Agreement and the other Transaction Documents and the Transactions shall be borne by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.02. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

(a) if to the Company:

HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Chief Executive Officer

Email: RMargolis@healthcarepartners.com

with a copy to:

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

Email: robert.denham@mto.com

(b) if to Parent or Merger Sub:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Email: Kim.Rivera@davita.com

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with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel Transactions

Email: Martha.Ha@davita.com

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Email: Jim.Hilger@davita.com

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

Email: sklein@mofo.com

(c) if to the Member Representative:
Robert D. Mosher

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

E-mail: rmosher@nossaman.com

Section 10.03. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be agreed upon by Parent and the Company. Thereafter, neither Parent and Merger Sub, on the one hand, nor any Business Entity or Related Entity, on the other hand, shall make, or cause to be made, any press release or public announcement in respect of this Agreement, the other Transaction Documents, or the Transactions or otherwise communicate with any news media regarding this Agreement, the other Transaction Documents, or the Transactions without the prior written consent of the other party hereto unless such press release or public announcement is otherwise required by Law or applicable stock exchange regulation, in which case Parent and the Company shall, to the extent practicable and lawful, consult with each other and cooperate as to the timing and contents of any such press release, public announcement, or communication. Notwithstanding the forgoing, Parent and Merger Sub, on the one hand, and the Business Entities and the Related Entities, on the other hand,

may make, or cause to be made, public statements in respect of this Agreement, the other Transaction Documents, or the Transactions or otherwise communicate with any news media regarding this Agreement, the other Transaction Documents, or the Transactions without the prior written consent of the other party hereto so long as such statements or communications are consistent with press releases, public announcements, or other communications previously approved by the parties.

Section 10.04. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the economic and legal substance of the Transactions is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

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Section 10.05. Entire Agreement. This Agreement, the other Transaction Documents, the Company Disclosure Schedule, and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

Section 10.06. Assignment. This Agreement may not be assigned by operation of Law or otherwise without the express written consent of the Company and Parent (which consent may be granted or withheld in the sole discretion of the Company or Parent), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

Section 10.07. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, each of the parties hereto; or (b) by a waiver in accordance with Section 10.08.

Section 10.08. Waiver. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

Section 10.09. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement; provided, however, (a) the Members and holders of Company Options are express third party beneficiaries of ARTICLE III, Section 6.12, Section 6.13, Section 6.15(b), ARTICLE VIII, and this Section 10.09 and (b) the Financing Sources are express third party beneficiaries of Section 9.02, this Section 10.09, Section 10.11, Section 10.12 and Section 10.14.

Section 10.10. Specific Performance. Subject to Section 8.04(c), each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security). Each of the parties hereto agrees that such party will not oppose the granting of a temporary restraining order, an injunction, specific performance, or any other equitable relief on the basis that there is an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. For the avoidance of doubt, the Company and the Member Representative shall not have the right under this Section 10.10 to obtain a temporary restraining order, an injunction, specific performance, or any other equitable relief that may be available from a court of competent jurisdiction to cause the consummation of the Closing if (i) Parent has complied with its obligations under Section 6.08, (ii) despite such compliance, the proceeds of the

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Financing are not available to Parent or Merger Sub, and (iii) upon termination of this Agreement, the Parent Termination Fee shall be due and payable in accordance with Section 9.03.

Section 10.11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement (including any Action involving the Financing Sources) shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto (including any Action involving the Financing Sources); (b) consent to service of process in accordance with the procedure set forth in Section 10.02; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

Section 10.12. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS (INCLUDING ANY ACTION INVOLVING THE FINANCING SOURCES). EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

Section 10.13. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Section 10.14. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, the Company agrees on behalf of itself and its Subsidiaries that it shall not assert any claim or bring any action, or support any claim or action brought by another Person (whether in equity, in contract or tort, or otherwise), in any proceeding or forum, against any Financing Source or any former, current, or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate, agent, or advisor thereof (excluding, in each case, Parent, Merger Sub, and their respective Affiliates) relating to or arising out of this Agreement or the Financing Letters or the transactions contemplated hereby or thereby, including any action or claim arising out of or relating to any breach, termination, or failure under this Agreement, and no Financing Source or any former, current, or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate, agent, or advisor thereof (excluding, in each case, Parent, Merger Sub, and their respective Affiliates) shall have any liability or obligation to the Company or any of its Subsidiaries relating to or arising out of this Agreement or the Financing Letters or the transactions contemplated hereby or thereby, including any action or claim arising out of or relating to any breach, termination, or failure under this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above by its representative thereunto duly authorized.

DAVITA INC.

By: /s/ Kent J. Thiry
Name: Kent J. Thiry
Title: Chairman of the Board and
Chief Executive Officer

SEISMIC ACQUISITION LLC

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Manager

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

With respect only to the MR Provisions of this Agreement:

/s/ Robert D. Mosher
Robert D. Mosher,
as Member Representative

[Signature Page to Merger Agreement]

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Annex A-2

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This Amendment, dated as of July 6, 2012 (this "Amendment"), to the AGREEMENT AND PLAN OF MERGER is by and among DAVITA INC., a Delaware corporation ("Parent"), SEISMIC ACQUISITION LLC, a California limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and, with respect to the MR Provisions, ROBERT D. MOSHER, as the member representative (the "Member Representative"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Merger Agreement.

RECITALS

WHEREAS, Parent, Merger Sub, the Company, and the Member Representative are each a party to that certain Agreement and Plan of Merger, dated as of May 20, 2012 (the "Merger Agreement");

WHEREAS, Parent, Merger Sub, the Company, and the Member Representative desire to amend the Merger Agreement in the manner set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent, Merger Sub, the Company, and the Member Representative agree as follows:

AGREEMENTS

1. Amendments.

(a) The definition of Stock-Based Awards in Section 1.01 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Stock-Based Award" means any issued and outstanding award to purchase or otherwise acquire Company Common Units (whether or not vested) held by any Person and granted in accordance with Section 6.18(b) of this Agreement.

(b) Section 8.08(b) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

Any and all costs and expenses of the Member Representative, including any costs and expenses of any Person retained by the Member Representative to provide assistance, counsel, or other advisory services, incurred in performing his obligations under this Agreement shall be paid or recovered from funds in the MR Escrow Account pursuant to Section 3.07, except as provided in the last two sentences of Section 8.08(c).

(c) Section 8.08(d) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

The Member Representative shall be compensated for his service as such based upon the amount of time devoted to such services at the normal hourly rate of the Member Representative as determined by Nossaman LLP. If the Member Representative is not a lawyer at Nossaman LLP, the Member Representative shall be compensated at a rate and on a basis established by the Majority Member. The Member Representative

shall be paid such compensation from the funds in the MR Escrow Account and, if there are no remaining funds in the MR Escrow Account, the Member Representative may recover his compensation in the same way expenses may be recovered pursuant to the last two sentences of Section 8.08(c) above.

2. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Amendment (including any Action involving the Financing Sources) shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Amendment brought by any party hereto (including any Action involving the Financing Sources); (b) consent to service of process in accordance with the procedure set forth in Section 10.02 of the Merger Agreement; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Amendment or the Transactions may not be enforced in or by any of the above-named courts.

3. Severability. If any term or other provision of this Amendment is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

4. Counterparts. This Amendment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

5. No Other Amendment and Agreements. Except to the extent expressly amended by this Amendment, all terms of the Merger Agreement shall remain in full force and effect without further amendment, change or modification.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above by its representative thereunto duly authorized.

DAVITA INC.

By: /s/ Kent J. Thiry
Name: Kent J. Thiry
Title: Chairman of the Board and

Chief Executive Officer

SEISMIC ACQUISITION LLC

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Manager

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

With respect only to the MR Provisions:

/s/ Robert D. Mosher
Robert D. Mosher,
as Member Representative

[Signature Page to Amendment to Agreement and Plan of Merger]

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Annex B

EXECUTION COPY

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement"), dated as of May 20, 2012, is by and among DAVITA INC., a Delaware corporation ("Parent"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and HEALTHCARE PARTNERS MEDICAL GROUP, a California general partnership (the "Interest Holder").

WITNESSETH:

WHEREAS, Parent, Seismic Acquisition LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration");

WHEREAS, the Interest Holder is the direct owner of 72,711,090 outstanding equity interests of the Company; and

WHEREAS, as a condition and material inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Interest Holder (in the Interest Holder's capacity as such) has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto hereby agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For purposes of this Agreement:

(a) "Expiration Date" means the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall have become effective in accordance with the terms and provisions of the Merger Agreement.

(b) "Equity Interests" means (i) all equity securities of the Company (including all Company Common Units and all other rights to acquire Company Common Units) owned by the Interest Holder as of the date hereof and (ii) all additional equity securities of the Company (including all Company Common Units and all other rights to acquire Company Common Units) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like).

(c) "Transfer" means, with respect to an Equity Interest, to directly or indirectly (i) sell, pledge, encumber, assign, grant an option with respect to, transfer, tender, or dispose of such Equity Interest or any interest in such Equity Interest or (ii) enter into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer of, tender of, or disposition of such Equity Interest or any interest therein.

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2. Transfer of Equity Interests.

(a) Transfer Restrictions. From the date hereof through the Expiration Date, the Interest Holder shall not Transfer (or cause or permit the Transfer of) any of the Equity Interests, or enter into any agreement relating thereto, except with Parent s prior written consent. Any Transfer, or purported Transfer, of Equity Interests in breach or violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Interest Holder shall not deposit (or cause or permit the deposit of) any Equity Interests in a voting trust or grant any proxy or enter into any voting agreement or similar agreement with respect to any of the Equity Interests.

3. Agreement to Vote Equity Interests.

(a) From the date hereof through the Expiration Date, at every meeting of the Members of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Members of the Company, the Interest Holder (in the Interest Holder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record of its Equity Interests on any applicable record date to, vote all Equity Interests that are then owned by such Interest Holder and entitled to vote or act by written consent:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The Interest Holder shall retain at all times the right to vote its Equity Interests in its sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), and (iii) that are at any time or from time to time presented for consideration to the Company s Members generally.

(b) In the event that a meeting of the Members of the Company is held, the Interest Holder shall, or shall cause the holder of record of the Equity Interests on any applicable record date to, appear at such meeting or otherwise cause the Equity Interests to be counted as present thereat for purposes of establishing a quorum.

(c) The Interest Holder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

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4. Agreement Not to Exercise Appraisal Rights. The Interest Holder shall not exercise, and hereby irrevocably and unconditionally waives, any rights of appraisal or rights of dissent from the Merger that such Interest Holder may have under Chapter 13 of the CLLCA by virtue of ownership of any Equity Interests. Notwithstanding the foregoing, nothing in this Section 4 shall constitute, or be deemed to constitute, a waiver or release by the Interest Holder of any claim or cause of action against Parent or Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

5. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Interest Holder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the Proxy), which shall be irrevocable until following the Expiration Date to the fullest extent permissible by law, with respect to all the Equity Interests.

6. Election and Distribution of Consideration. The Interest Holder shall permit the holders of its equity securities to direct it to make a timely election of Per Unit Closing Consideration and/or Per Unit Closing Stock Consideration, as applicable, in accordance with the terms of its Governing Documents and the Interest Holder shall make an election on an Election Form that reflects such election by the holders of its equity securities. Upon receipt of the Per Unit Closing Consideration, the Per Unit Closing Stock Consideration, the Final Per Unit Adjustment Payment, the Per Unit Earn-Out Payment, and the Escrow Payment pursuant to the terms of the Merger Agreement, the Interest Holder shall distribute such amounts to the holders of its equity securities in accordance with the terms of its Governing Documents; provided, however, that the Interest Holder may withhold any funds from distribution that it deems necessary in order to satisfy other obligations or for its continuing operations to the extent permitted by its Governing Documents.

7. Merger Agreement. The Interest Holder shall take the steps available to it as a Member to cause the Company to comply with the terms and conditions of the Merger Agreement, including holding the Member Meeting for the purpose of obtaining the Member Approval and mailing to the Members the Prospectus prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law.

8. Representations and Warranties of the Interest Holder. The Interest Holder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Interest Holder is a general partnership duly organized and validly existing under the Laws of California and has all necessary power and authority to enter into this Agreement and the Proxy, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by the Interest Holder of this Agreement and the Proxy, the performance by the Interest Holder of its obligations hereunder and thereunder, and the consummation by the Interest Holder of the Transactions have been duly authorized by all requisite action on the part of the Interest Holder, and no other proceedings on the part of the Interest Holder are necessary to authorize this Agreement or the Proxy or to consummate the Transactions. This Agreement and the Proxy have been duly executed and delivered by the Interest Holder, and (assuming due authorization, execution, and delivery by Parent) this Agreement and the Proxy constitute a legal, valid, and binding obligation of the Interest Holder, enforceable against the Interest Holder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Proxy by the Interest Holder nor the consummation by the Interest Holder of the Transactions, nor performance of this Agreement or the Proxy by the Interest Holder, will (a) violate, conflict with, or result in the breach of any provision of the Governing Documents of the Interest Holder, (b) conflict with or violate in any material respect any material Law applicable to the Interest Holder, or (c) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any

right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any agreement to which the Interest Holder is a party or by which the Interest Holder may be bound, including any voting agreement or voting trust.

(c) Ownership of Equity Interests. The Interest Holder (i) is the sole record and beneficial owner of the Company Common Units set forth on the signature page of this Agreement, all of which are free and clear of any Encumbrances (other than transfer restrictions in the Governing Documents of the Company and under applicable securities laws), proxies, voting trust, voting agreement, or other similar agreements, and (ii) except as set forth on the signature page to this Agreement, does not own, beneficially or otherwise, any securities of the Company (including Company Options) other than the Company Common Units, set forth on the signature page of this Agreement.

(d) Voting Power. The Interest Holder has or will have sole voting power with respect to all of the Equity Interests, with no limitations, qualifications, or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent, or other Person is entitled to any broker s, finder s, financial advisor s, or other similar fee or commission in connection with the Merger Agreement based upon arrangements made by or on behalf of the Interest Holder in its capacity as such.

(f) Reliance by Parent. The Interest Holder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Interest Holder s execution and delivery of this Agreement and the representations, warranties, covenants, and agreements contained herein.

9. Certain Restrictions. The Interest Holder shall not, directly or indirectly, take any action that would make any representation or warranty of the Interest Holder contained herein untrue or incorrect in any material respect.

10. Disclosure. The Interest Holder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, including the Prospectus and the Financing Registration Statement, any document in connection with the Financing, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Interest Holder s identity and ownership of Equity Interests and the nature of the Interest Holder s commitments, arrangements, and understandings under this Agreement.

11. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Equity Interests. Except as provided in this Agreement, all rights, ownership, and economic benefits relating to the Equity Interests shall remain vested in and belong to the Interest Holder.

12. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Interest Holder shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Interest Holder s obligations under this Agreement.

13. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Interest Holder hereby authorizes the Company to record a stop transfer order with respect to all of the Equity Interests of the Interest Holder (and to give notice that this Agreement places limits on the voting and transfer of such Equity Interests), provided that such stop transfer order and notice will immediately be withdrawn and terminated following the Expiration Date.

14. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the

foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any intentional breach of this Agreement prior to such termination. This Section 14 and Sections 1 and 15 (as applicable) shall survive any termination of this Agreement.

15. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. This Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in

each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15(e)):

(i) if to Parent:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Tel: (303) 475-2100

with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel - Transactions

Tel: (303) 475-2100

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Tel: (253) 272-1916

with a copy to:

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

E-mail: sklein@mofo.com

(ii) if to the Company:

HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

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(iii) If to the Interest Holder:

HealthCare Partners Medical Group

c/o HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto; (b) consent to service of process in accordance with the procedure set forth in Section 15(e); and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(h) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(i) Entire Agreement. This Agreement and the Proxy constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

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(j) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(k) Expenses. All fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs, and expenses.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

DAVITA INC.

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Chief Operating Officer

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

HEALTHCARE PARTNERS MEDICAL GROUP

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Managing Partner

Signature Page to Support Agreement

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Interest Holder (the "Interest Holder") of HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints DAVITA INC., a Delaware corporation ("Parent"), acting through any of its Chief Executive Officer, Chief Financial Officer, or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the equity interests of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Equity Interests") in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); provided, however, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Equity Interests are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Equity Interests until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest, and is granted pursuant to that certain Voting Agreement, dated as of the date hereof, by and among Parent, the Company, and the undersigned Interest Holder (the "Voting Agreement"), and is granted as a condition and material inducement to the willingness of Parent and Seismic Acquisition LLC, a California limited liability company and direct, wholly owned subsidiary of Parent ("Merger Sub"), to enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), among Parent, Merger Sub, and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration"). The Interest Holder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Merger Agreement and (ii) executed and intended to be irrevocable in accordance with the CLLCA, (b) revokes any and all prior proxies granted by such Interest Holder with respect to the Equity Interests and no subsequent proxy shall be given by the Interest Holder (and if given shall be ineffective) and (c) ratifies and confirms all that the proxies appointed hereunder may lawfully do or cause to be done in compliance with the express terms hereof.

As used herein, the term "Expiration Date" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Equity Interests, and to exercise all voting, consent, and similar rights of the undersigned with respect to the Equity Interests (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned, or postponed meeting of Members of the Company and in every written consent in lieu of such meeting:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

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(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Interest Holder may vote the Equity Interests in its sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: May 20, 2012

HEALTHCARE PARTNERS MEDICAL GROUP

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Managing Partner

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Annex C(1)

EXECUTION COPY

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement"), dated as of May 20, 2012, is by and among DAVITA INC., a Delaware corporation ("Parent"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and the undersigned interest holder (the "Interest Holder") of the Company.

WITNESSETH:

WHEREAS, Parent, Seismic Acquisition LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration");

WHEREAS, the Interest Holder is the indirect owner, whether through HealthCare Partners Medical Group or otherwise, of that number of the outstanding equity interests of the Company, and is the holder of options to purchase such number of equity interests of the Company, as set forth on the signature page of this Agreement; and

WHEREAS, as a condition and material inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Interest Holder (in the Interest Holder s capacity as such) has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto hereby agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For purposes of this Agreement:

(a) "Expiration Date" means the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) except with respect to Section 8, such date and time as the Merger shall have become effective in accordance with the terms and provisions of the Merger Agreement.

(b) "Equity Interests" means (i) all equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of exercise of any Company Option, dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like, but excluding any Equity Awards granted to the Interest Holder pursuant to Section 6.18 of the Merger Agreement).

(c) "Indirect Equity Interests" means (i) all equity securities of HealthCare Partners Medical Group or other entities that are direct or indirect owners of outstanding equity interests of the Company (including all other rights to acquire equity securities thereof) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity

securities of HealthCare Partners Medical Group or such other entity (including all other rights to acquire equity securities thereof) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like).

(d) Transfer means, with respect to an Equity Interest, an Indirect Equity Interest or Parent Common Stock received pursuant to the terms of the Merger Agreement, to directly or indirectly (i) sell, pledge, encumber, assign, grant an option with respect to, transfer, tender, or dispose of such security or any interest in such security or (ii) enter into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer of, tender of, or disposition of such security or any interest therein.

2. Transfer of Equity Interests.

(a) Transfer Restrictions. From the date hereof through the Expiration Date, the Interest Holder shall not Transfer (or cause or permit the Transfer of) any of the Equity Interests or Indirect Equity Interests, or enter into any agreement relating thereto, except (i) by selling already-owned Equity Interests either to pay the exercise price upon the exercise of a Company Option or to satisfy the Interest Holder s tax withholding obligation upon the exercise of a Company Option, in each case as permitted by the Company Plan, (ii) for transferring Equity Interests or Indirect Equity Interests to immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, provided, that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement and delivers a Proxy (as defined below) in the form attached hereto as Exhibit A, or (iii) with Parent s prior written consent. Any Transfer, or purported Transfer, of Equity Interests or Indirect Equity Interests in violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Interest Holder shall not deposit (or cause or permit the deposit of) any Equity Interests or Indirect Equity Interests in a voting trust or grant any proxy or enter into any voting agreement or similar agreement with respect to any of the Equity Interests or Indirect Equity Interests.

3. Agreement to Vote Equity Interests.

(a) From the date hereof through the Expiration Date, at every meeting of the Members of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Members of the Company, the Interest Holder (in the Interest Holder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record of its Equity Interests, on any applicable record date to, vote all Equity Interests that are then owned by such Interest Holder and entitled to vote or act by written consent:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of

the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The Interest Holder shall retain at all times the right to vote the Equity Interests and Indirect Equity Interests in his sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), and (iii) that are at any time or from time to time presented for consideration to the Company s Members generally.

(b) In the event that a meeting of the Members of the Company is held, the Interest Holder shall, or shall cause the holder of record of its Equity Interests on any applicable record date to, appear at such a meeting or otherwise cause the Equity Interests to be counted as present thereat for purposes of establishing a quorum, and the Interest Holder, acting in his capacity as an equity holder of HealthCare Partners Medical Group or other entities that are direct or indirect owners of Company Common Units, shall take the steps available to it as an equity holder under the applicable Governing Documents to cause HealthCare Partners Medical Group or such other intermediate entity, on any applicable record date, to appear at such meeting or otherwise cause the Company Common Units held by HealthCare Partners Medical Group or such other intermediate entity to be counted as present thereat for purposes of establishing a quorum.

(c) The Interest Holder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

4. Election.

(a) The Interest Holder shall elect to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Equity Interests on a properly completed Election Form in accordance with the provisions set forth in the Merger Agreement and in the Election Form provided to the Interest Holder and shall not revoke or change such Election Form.

(b) The Interest Holder shall submit an election to or otherwise instruct any intermediate entity through which he holds Indirect Equity Interests to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Indirect Equity Interests, subject to the applicable Governing Documents of the intermediate entity, and shall not revoke or change such election.

5. Agreement Not to Exercise Appraisal Rights. The Interest Holder shall not exercise, and hereby irrevocably and unconditionally waives, any rights of appraisal or rights of dissent from the Merger that such Interest Holder may have under Chapter 13 of the CLLCA by virtue of ownership of any Equity Interests. Notwithstanding the foregoing, nothing in this Section 5 shall constitute, or be deemed to constitute, a waiver or release by the Interest Holder of any claim or cause of action against Parent or Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

6. Managers and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict the Interest Holder from acting in his capacity as a manager or officer of the Company or of any intermediate entity through which the Interest Holders holds Indirect Equity Interests or fulfilling the obligations of any such office, including by voting, in his capacity as a manager of the Company or any intermediate entity through the Interest Holder holds Indirect Equity Interests, in the Interest Holder s sole discretion on any matter. In this regard, the Interest Holder shall not be deemed to make any agreement or

understanding in this Agreement in the Interest Holder s capacity as a manager or officer of the Company or any intermediate entity through which the Interest Holder holds Indirect Equity Interests.

7. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Interest Holder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the Proxy), which shall be irrevocable until following the Expiration Date to the fullest extent permissible by law, with respect to all the Equity Interests.

8. Lock-Up; Legend.

(a) The Interest Holder hereby agrees not to sell or otherwise Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale (any of the foregoing transactions, a Post Merger Sale) of any Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement and held by the Interest Holder other than pursuant to this Section 8.

(i) During the one (1) year period following the second (2nd) anniversary of the Effective Time, the Interest Holder may conduct Post Merger Sales of no more than thirty-three percent (33%) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(ii) During the one (1) year period following the third (3rd) anniversary of the Effective Time (as defined in the Merger Agreement) of the Merger, the Interest Holder may conduct Post Merger Sales of no more than sixty-seven percent (67%) (inclusive of any Parent Common Stock sold during the prior year under Section 8(a)(i)) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(iii) After the fourth (4th) anniversary of the Effective Time all restrictions on sales or transfers of Parent Common Stock set forth in this Section 8 shall terminate and all such shares shall be freely saleable and transferable.

(iv) Notwithstanding the foregoing, the Interest Holder may consummate a Post Merger Sale at any time and for any amount of Parent securities received pursuant to the terms of the Merger Agreement with any immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, if such transferee, prior to the Post Merger Sale, agrees to be bound by this Section 8.

(b) Any certificate evidencing Parent Common Stock issued in the Merger at any time and owned, beneficially or of record, by the Interest Holder (or any successor or assign thereof) shall (in addition to such other legend(s) as may be required under the Merger Agreement or by Law) have the following legend written, printed, or stamped upon the face thereof:

THE SECURITIES REPRESENTED BY, OR TO BE ISSUED IN ACCORDANCE WITH, THIS CERTIFICATE OR INSTRUMENT ARE SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF A SUPPORT AGREEMENT, DATED AS OF MAY [ ], 2012, AMONG DAVITA INC., HEALTHCARE PARTNERS HOLDINGS, LLC, AND CERTAIN SHAREHOLDERS, A COPY OF WHICH AGREEMENT IS ON FILE AT THE OFFICES OF DAVITA INC. SUCH AGREEMENT, AMONG OTHER THINGS, MAY RESTRICT THE TRANSFER OF SUCH SECURITIES. SUCH SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, OR OTHERWISE TRANSFERRED, ENCUMBERED, OR DISPOSED OF, EXCEPT AS EXPRESSLY PROVIDED IN SUCH AGREEMENT. STOP TRANSFER INSTRUCTIONS HAVE BEEN PLACED AGAINST SUCH SECURITIES AND THE CERTIFICATES EVIDENCING SUCH SECURITIES TO RESTRICT THEIR TRANSFER, EXCEPT AS PERMITTED UNDER SUCH AGREEMENT.

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The Interest Holder consents to the placing of stop transfer instructions against such Equity Interests and Indirect Equity Interests and the certificates evidencing such Parent Common Stock to restrict their transfer except as permitted under this Agreement. Following the expiration of the restrictions on the sale and transfer of Parent Common Stock set forth in this Section 8 as to any shares of Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement, the legend, and the stop transfer instructions set forth above shall be immediately removed and terminated and, upon request of the Interest Holder, new certificates evidencing such Parent Common Stock shall be issued to the Interest Holder.

9. Merger Agreement. Acting in his capacity as a manager or officer of the Company, or as a Member or manager or officer of an intermediate entity through which the Interest Holder holds Indirect Equity Interests, the Interest Holder shall use commercially reasonable efforts to cause the Company to comply with the terms and conditions of the Merger Agreement, including holding the Member Meeting for the purpose of obtaining the Member Approval and mailing to the Members the Prospectus prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law.

10. Representations and Warranties of the Interest Holder. The Interest Holder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Interest Holder has the legal capacity to enter into this Agreement and the Proxy. This Agreement and the Proxy have been duly executed and delivered by the Interest Holder, and (assuming due authorization, execution, and delivery by Parent) this Agreement and the Proxy constitute a legal, valid, and binding obligation of the Interest Holder, enforceable against the Interest Holder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Proxy by the Interest Holder nor the consummation by the Interest Holder of the Transactions, nor performance of this Agreement or the Proxy by the Interest Holder, will (a) conflict with or violate in any material respect any material Law applicable to the Interest Holder, or (b) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any agreement to which the Interest Holder is a party or by which the Interest Holder may be bound, including any voting agreement or voting trust.

(c) Ownership of Equity Interests. The Interest Holder (i) is the sole record and beneficial owner of the Company Common Units and equity interests in HealthCare Partners Medical Group and other entities that are direct or indirect owners of outstanding equity interests of the Company set forth on the signature page of this Agreement, all of which are free and clear of any Encumbrances (other than transfer restrictions contained in the Governing Documents of the Company, HealthCare Partners Medical Group, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), proxies, voting trust, voting agreement, or other similar agreements, (ii) is the sole holder of the Company Options that are exercisable for the number of Company Common Units set forth on the signature page of this Agreement, all of which Company Options and Company Common Units issuable upon the exercise of such Company Options are, or in the case of Company Common Units received upon exercise of an option after the date hereof will be, and the options to purchase such number of equity interests of Earthquake Medical Group and such other entities set forth on the signature page of this Agreement, free and clear of any Encumbrances (other than transfer restrictions in the Company Plan or the Governing Documents of the Company, HealthCare Partners Medical Group, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), and

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(iii) except as set forth on the signature page to this Agreement, does not own, beneficially or otherwise, any securities of the Company, HealthCare Partners Medical Group or such other direct or indirect owners of the Company other than the Company Common Units, Company Options, the Company Common Units issuable upon the exercise of such Company Options, and Indirect Equity Interests set forth on the signature page of this Agreement.

(d) Voting Power. The Interest Holder has or will have sole voting power with respect to all of the Equity Interests, with no limitations, qualifications, or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent, or other Person is entitled to any broker s, finder s, financial advisor s, or other similar fee or commission in connection with the Merger Agreement based upon arrangements made by or on behalf of the Interest Holder in its capacity as such.

(f) Reliance by Parent. The Interest Holder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Interest Holder s execution and delivery of this Agreement and the representations, warranties, covenants, and agreements contained herein.

11. Certain Restrictions. The Interest Holder shall not, directly or indirectly, take any action that would make any representation or warranty of the Interest Holder contained herein untrue or incorrect in any material respect.

12. Disclosure. The Interest Holder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, including the Prospectus and the Financing Registration Statement, any document in connection with the Financing, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Interest Holder s identity and ownership of Equity Interests and the nature of the Interest Holder s commitments, arrangements, and understandings under this Agreement.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Equity Interests or Indirect Equity Interests. Except as provided in this Agreement, all rights, ownership, and economic benefits relating to the Equity Interests and Indirect Equity Interests shall remain vested in and belong to the Interest Holder.

14. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Interest Holder shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Interest Holder s obligations under this Agreement.

15. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Interest Holder hereby authorizes the Company to record a stop transfer order with respect to all of the Equity Interests of the Interest Holder (and to give notice that this Agreement places limits on the voting and transfer of such Equity Interests), provided that such stop transfer order and notice will immediately be withdrawn and terminated following the Expiration Date.

16. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date, provided, that the rights and obligations in Section 8 shall survive the Expiration Date in accordance with their terms. Notwithstanding the foregoing, nothing set forth in this Section 16 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any intentional breach of this Agreement prior to such termination. This Section 16 and Sections 1 and 17 (as applicable) shall survive any termination of this Agreement.

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17. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. Except as permitted under Section 2(a), this Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in

each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17(e)):

(i) if to Parent:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Tel: (303) 475-2100

with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel - Transactions

Tel: (303) 475-2100

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Tel: (253) 272-1916

with a copy to:

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

E-mail: sklein@mofo.com

(ii) if to the Company:

HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(iii) if to the Interest Holder:

c/o HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(ii) All Actions commenced before the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto prior to the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(iii) All Actions commenced after the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such

Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto after the Closing; (B) consent

to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(h) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(i) Entire Agreement. This Agreement and the Proxy constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

(j) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(k) Expenses. All fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs, and expenses.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

DAVITA INC.

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Chief Operating Officer

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

ROBERT J. MARGOLIS, M.D.

/s/ Robert J. Margolis

Equity Interests owned:

_____ Company Common Units

Options exercisable for _____ Company Common Units

_____ HealthCare Partners Medical Group equity interests

Options exercisable for _____

HealthCare Partners Medical Group equity interests

_____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

Options exercisable for _____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

[Signature Page to Support Agreement]

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Interest Holder (the "Interest Holder") of HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints DAVITA INC., a Delaware corporation ("Parent"), acting through any of its Chief Executive Officer, Chief Financial Officer, or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the equity interests of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Equity Interests") in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); provided, however, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Equity Interests are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Equity Interests until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest, and is granted pursuant to that certain Support Agreement, dated as of the date hereof, by and among Parent, the Company, and the undersigned Interest Holder (the "Support Agreement"), and is granted as a condition and material inducement to the willingness of Parent and Seismic Acquisition LLC, a California limited liability company and direct, wholly owned subsidiary of Parent ("Merger Sub"), to enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), among Parent, Merger Sub, and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration"). The Interest Holder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Merger Agreement and (ii) executed and intended to be irrevocable in accordance with the CLLCA, (b) revokes any and all prior proxies granted by such Interest Holder with respect to the Equity Interests and no subsequent proxy shall be given by the Interest Holder (and if given shall be ineffective) and (c) ratifies and confirms all that the proxies appointed hereunder may lawfully do or cause to be done in compliance with the express terms hereof.

As used herein, the term "Expiration Date" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Equity Interests, and to exercise all voting, consent, and similar rights of the undersigned with respect to the Equity Interests (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned, or postponed meeting of Members of the Company and in every written consent in lieu of such meeting:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

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(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Interest Holder may vote the Equity Interests in his sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: May 20, 2012

ROBERT J. MARGOLIS, M.D.

/s/ Robert J. Margolis

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Annex C(2)

EXECUTION COPY

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement"), dated as of May 20, 2012, is by and among DAVITA INC., a Delaware corporation ("Parent"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and the undersigned interest holder (the "Interest Holder") of the Company.

WITNESSETH:

WHEREAS, Parent, Seismic Acquisition LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration");

WHEREAS, the Interest Holder is the indirect owner, whether through HealthCare Partners Medical Group or otherwise, of that number of the outstanding equity interests of the Company, and is the holder of options to purchase such number of equity interests of the Company, as set forth on the signature page of this Agreement; and

WHEREAS, as a condition and material inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Interest Holder (in the Interest Holder s capacity as such) has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto hereby agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For purposes of this Agreement:

(a) "Expiration Date" means the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) except with respect to Section 8, such date and time as the Merger shall have become effective in accordance with the terms and provisions of the Merger Agreement.

(b) "Equity Interests" means (i) all equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of exercise of any Company Option, dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like, but excluding any Equity Awards granted to the Interest Holder pursuant to Section 6.18 of the Merger Agreement).

(c) "Indirect Equity Interests" means (i) all equity securities of HealthCare Partners Medical Group or other entities that are direct or indirect owners of outstanding equity interests of the Company (including all

other rights to acquire equity securities thereof) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of HealthCare Partners Medical Group or such other entity (including all other rights to acquire equity securities thereof) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like).

(d) Transfer means, with respect to an Equity Interest, an Indirect Equity Interest or Parent Common Stock received pursuant to the terms of the Merger Agreement, to directly or indirectly (i) sell, pledge, encumber, assign, grant an option with respect to, transfer, tender, or dispose of such security or any interest in such security or (ii) enter into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer of, tender of, or disposition of such security or any interest therein.

2. Transfer of Equity Interests.

(a) Transfer Restrictions. From the date hereof through the Expiration Date, the Interest Holder shall not Transfer (or cause or permit the Transfer of) any of the Equity Interests or Indirect Equity Interests, or enter into any agreement relating thereto, except (i) by selling already-owned Equity Interests either to pay the exercise price upon the exercise of a Company Option or to satisfy the Interest Holder s tax withholding obligation upon the exercise of a Company Option, in each case as permitted by the Company Plan, (ii) for transferring Equity Interests or Indirect Equity Interests to immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, provided, that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement and delivers a Proxy (as defined below) in the form attached hereto as Exhibit A, or (iii) with Parent s prior written consent. Any Transfer, or purported Transfer, of Equity Interests or Indirect Equity Interests in violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Interest Holder shall not deposit (or cause or permit the deposit of) any Equity Interests or Indirect Equity Interests in a voting trust or grant any proxy or enter into any voting agreement or similar agreement with respect to any of the Equity Interests or Indirect Equity Interests.

3. Agreement to Vote Equity Interests.

(a) From the date hereof through the Expiration Date, at every meeting of the Members of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Members of the Company, the Interest Holder (in the Interest Holder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record of its Equity Interests, on any applicable record date to, vote all Equity Interests that are then owned by such Interest Holder and entitled to vote or act by written consent:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets,

reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The Interest Holder shall retain at all times the right to vote the Equity Interests and Indirect Equity Interests in his sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), and (iii) that are at any time or from time to time presented for consideration to the Company s Members generally.

(b) In the event that a meeting of the Members of the Company is held, the Interest Holder shall, or shall cause the holder of record of its Equity Interests on any applicable record date to, appear at such a meeting or otherwise cause the Equity Interests to be counted as present thereat for purposes of establishing a quorum, and the Interest Holder, acting in his capacity as an equity holder of HealthCare Partners Medical Group or other entities that are direct or indirect owners of Company Common Units, shall take the steps available to it as an equity holder under the applicable Governing Documents to cause HealthCare Partners Medical Group or such other intermediate entity, on any applicable record date, to appear at such meeting or otherwise cause the Company Common Units held by HealthCare Partners Medical Group or such other intermediate entity to be counted as present thereat for purposes of establishing a quorum.

(c) The Interest Holder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

4. Election.

(a) The Interest Holder shall elect to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Equity Interests on a properly completed Election Form in accordance with the provisions set forth in the Merger Agreement and in the Election Form provided to the Interest Holder and shall not revoke or change such Election Form.

(b) The Interest Holder shall submit an election to or otherwise instruct any intermediate entity through which he holds Indirect Equity Interests to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Indirect Equity Interests, subject to the applicable Governing Documents of the intermediate entity, and shall not revoke or change such election.

5. Agreement Not to Exercise Appraisal Rights. The Interest Holder shall not exercise, and hereby irrevocably and unconditionally waives, any rights of appraisal or rights of dissent from the Merger that such Interest Holder may have under Chapter 13 of the CLLCA by virtue of ownership of any Equity Interests. Notwithstanding the foregoing, nothing in this Section 5 shall constitute, or be deemed to constitute, a waiver or release by the Interest Holder of any claim or cause of action against Parent or Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

6. Managers and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict the Interest Holder from acting in his capacity as a manager or officer of the Company or of any intermediate entity through which the Interest Holders holds Indirect Equity Interests or fulfilling the obligations of any such office, including by voting, in his capacity as a manager of the Company or

any intermediate entity through the Interest Holder holds Indirect Equity Interests, in the Interest Holder s sole discretion on any matter. In this regard, the Interest Holder shall not be deemed to make any agreement or understanding in this Agreement in the Interest Holder s capacity as a manager or officer of the Company or any intermediate entity through which the Interest Holder holds Indirect Equity Interests.

7. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Interest Holder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the Proxy), which shall be irrevocable until following the Expiration Date to the fullest extent permissible by law, with respect to all the Equity Interests.

8. Lock-Up; Legend.

(a) The Interest Holder hereby agrees not to sell or otherwise Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale (any of the foregoing transactions, a Post Merger Sale) of any Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement and held by the Interest Holder other than pursuant to this Section 8.

(i) During the one (1) year period following the second (2nd) anniversary of the Effective Time, the Interest Holder may conduct Post Merger Sales of no more than thirty-three percent (33%) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(ii) During the one (1) year period following the third (3rd) anniversary of the Effective Time (as defined in the Merger Agreement) of the Merger, the Interest Holder may conduct Post Merger Sales of no more than sixty-seven percent (67%) (inclusive of any Parent Common Stock sold during the prior year under Section 8(a)(i)) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(iii) After the fourth (4th) anniversary of the Effective Time all restrictions on sales or transfers of Parent Common Stock set forth in this Section 8 shall terminate and all such shares shall be freely saleable and transferable.

(iv) Notwithstanding the foregoing, the Interest Holder may consummate a Post Merger Sale at any time and for any amount of Parent securities received pursuant to the terms of the Merger Agreement with any immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, if such transferee, prior to the Post Merger Sale, agrees to be bound by this Section 8.

(b) Any certificate evidencing Parent Common Stock issued in the Merger at any time and owned, beneficially or of record, by the Interest Holder (or any successor or assign thereof) shall (in addition to such other legend(s) as may be required under the Merger Agreement or by Law) have the following legend written, printed, or stamped upon the face thereof:

THE SECURITIES REPRESENTED BY, OR TO BE ISSUED IN ACCORDANCE WITH, THIS CERTIFICATE OR INSTRUMENT ARE SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF A SUPPORT AGREEMENT, DATED AS OF MAY [ ], 2012, AMONG DAVITA INC., HEALTHCARE PARTNERS HOLDINGS, LLC, AND CERTAIN SHAREHOLDERS, A COPY OF WHICH AGREEMENT IS ON FILE AT THE OFFICES OF DAVITA INC. SUCH AGREEMENT, AMONG OTHER THINGS, MAY RESTRICT THE TRANSFER OF SUCH SECURITIES. SUCH SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, OR OTHERWISE TRANSFERRED, ENCUMBERED, OR DISPOSED OF, EXCEPT AS EXPRESSLY PROVIDED IN SUCH AGREEMENT. STOP TRANSFER INSTRUCTIONS HAVE BEEN PLACED AGAINST SUCH SECURITIES AND THE CERTIFICATES EVIDENCING SUCH SECURITIES TO RESTRICT THEIR TRANSFER, EXCEPT AS PERMITTED UNDER SUCH AGREEMENT.

The Interest Holder consents to the placing of stop transfer instructions against such Equity Interests and Indirect Equity Interests and the certificates evidencing such Parent Common Stock to restrict their transfer except as permitted under this Agreement. Following the expiration of the restrictions on the sale and transfer of Parent Common Stock set forth in this Section 8 as to any shares of Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement, the legend, and the stop transfer instructions set forth above shall be immediately removed and terminated and, upon request of the Interest Holder, new certificates evidencing such Parent Common Stock shall be issued to the Interest Holder.

9. Merger Agreement. Acting in his capacity as a manager or officer of the Company, or as a Member or manager or officer of an intermediate entity through which the Interest Holder holds Indirect Equity Interests, the Interest Holder shall use commercially reasonable efforts to cause the Company to comply with the terms and conditions of the Merger Agreement, including holding the Member Meeting for the purpose of obtaining the Member Approval and mailing to the Members the Prospectus prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law.

10. Representations and Warranties of the Interest Holder. The Interest Holder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Interest Holder has the legal capacity to enter into this Agreement and the Proxy. This Agreement and the Proxy have been duly executed and delivered by the Interest Holder, and (assuming due authorization, execution, and delivery by Parent) this Agreement and the Proxy constitute a legal, valid, and binding obligation of the Interest Holder, enforceable against the Interest Holder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Proxy by the Interest Holder nor the consummation by the Interest Holder of the Transactions, nor performance of this Agreement or the Proxy by the Interest Holder, will (a) conflict with or violate in any material respect any material Law applicable to the Interest Holder, or (b) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any agreement to which the Interest Holder is a party or by which the Interest Holder may be bound, including any voting agreement or voting trust.

(c) Ownership of Equity Interests. The Interest Holder (i) is the sole record and beneficial owner of the Company Common Units and equity interests in HealthCare Partners Medical Group and other entities that are direct or indirect owners of outstanding equity interests of the Company set forth on the signature page of this Agreement, all of which are free and clear of any Encumbrances (other than transfer restrictions contained in the Governing Documents of the Company, HealthCare Partners Medical Group, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), proxies, voting trust, voting agreement, or other similar agreements, (ii) is the sole holder of the Company Options that are exercisable for the number of Company Common Units set forth on the signature page of this Agreement, all of which Company Options and Company Common Units issuable upon the exercise of such Company Options are, or in the case of Company Common Units received upon exercise of an option after the date hereof will be, and the options to purchase such number of equity interests of Earthquake Medical Group and such other entities set forth on the signature page of this Agreement, free and clear of any Encumbrances (other than transfer restrictions in the Company Plan or the Governing Documents of the Company, HealthCare Partners Medical Group, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), and (iii) except as set forth on the signature

page to this Agreement, does not own, beneficially or otherwise, any securities of the Company, HealthCare Partners Medical Group or such other direct or indirect owners of the Company other than the Company Common Units, Company Options, the Company Common Units issuable upon the exercise of such Company Options, and Indirect Equity Interests set forth on the signature page of this Agreement.

(d) Voting Power. The Interest Holder has or will have sole voting power with respect to all of the Equity Interests, with no limitations, qualifications, or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent, or other Person is entitled to any broker s, finder s, financial advisor s, or other similar fee or commission in connection with the Merger Agreement based upon arrangements made by or on behalf of the Interest Holder in its capacity as such.

(f) Reliance by Parent. The Interest Holder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Interest Holder s execution and delivery of this Agreement and the representations, warranties, covenants, and agreements contained herein.

11. Certain Restrictions. The Interest Holder shall not, directly or indirectly, take any action that would make any representation or warranty of the Interest Holder contained herein untrue or incorrect in any material respect.

12. Disclosure. The Interest Holder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, including the Prospectus and the Financing Registration Statement, any document in connection with the Financing, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Interest Holder s identity and ownership of Equity Interests and the nature of the Interest Holder s commitments, arrangements, and understandings under this Agreement.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Equity Interests or Indirect Equity Interests. Except as provided in this Agreement, all rights, ownership, and economic benefits relating to the Equity Interests and Indirect Equity Interests shall remain vested in and belong to the Interest Holder.

14. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Interest Holder shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Interest Holder s obligations under this Agreement.

15. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Interest Holder hereby authorizes the Company to record a stop transfer order with respect to all of the Equity Interests of the Interest Holder (and to give notice that this Agreement places limits on the voting and transfer of such Equity Interests), provided that such stop transfer order and notice will immediately be withdrawn and terminated following the Expiration Date.

16. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date, provided, that the rights and obligations in Section 8 shall survive the Expiration Date in accordance with their terms. Notwithstanding the foregoing, nothing set forth in this Section 16 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any intentional breach of this Agreement prior to such termination. This Section 16 and Sections 1 and 17 (as applicable) shall survive any termination of this Agreement.

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17. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. Except as permitted under Section 2(a), this Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in

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each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17(e)):

(i) if to Parent:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Tel: (303) 475-2100

with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel - Transactions

Tel: (303) 475-2100

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Tel: (253) 272-1916

with a copy to:

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

E-mail: sklein@mofo.com

(ii) if to the Company:

HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(iii) if to the Interest Holder:

c/o HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: William Chin, M.D.

E-mail: wchin@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(ii) All Actions commenced before the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto prior to the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(iii) All Actions commenced after the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such

Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto after the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably

waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(h) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(i) Entire Agreement. This Agreement and the Proxy constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

(j) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(k) Expenses. All fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs, and expenses.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

DAVITA INC.

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Chief Operating Officer

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

WILLIAM CHIN, M.D.

/s/ William Chin
Equity Interests owned:

_____ Company Common Units

Options exercisable for _____ Company Common Units

_____ HealthCare Partners Medical Group equity interests

Options exercisable for _____

HealthCare Partners Medical Group equity interests

_____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

Options exercisable for _____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

[Signature Page to Support Agreement]

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Interest Holder (the "Interest Holder") of HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints DAVITA INC., a Delaware corporation ("Parent"), acting through any of its Chief Executive Officer, Chief Financial Officer, or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the equity interests of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Equity Interests") in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); provided, however, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Equity Interests are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Equity Interests until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest, and is granted pursuant to that certain Support Agreement, dated as of the date hereof, by and among Parent, the Company, and the undersigned Interest Holder (the "Support Agreement"), and is granted as a condition and material inducement to the willingness of Parent and Seismic Acquisition LLC, a California limited liability company and direct, wholly owned subsidiary of Parent ("Merger Sub"), to enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), among Parent, Merger Sub, and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration"). The Interest Holder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Merger Agreement and (ii) executed and intended to be irrevocable in accordance with the CLLCA, (b) revokes any and all prior proxies granted by such Interest Holder with respect to the Equity Interests and no subsequent proxy shall be given by the Interest Holder (and if given shall be ineffective) and (c) ratifies and confirms all that the proxies appointed hereunder may lawfully do or cause to be done in compliance with the express terms hereof.

As used herein, the term "Expiration Date" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Equity Interests, and to exercise all voting, consent, and similar rights of the undersigned with respect to the Equity Interests (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned, or postponed meeting of Members of the Company and in every written consent in lieu of such meeting:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

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(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Interest Holder may vote the Equity Interests in his sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: May 20, 2012

WILLIAM CHIN, M.D.

/s/ William Chin

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Annex C(3)

EXECUTION COPY

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement"), dated as of May 20, 2012, is by and among DAVITA INC., a Delaware corporation ("Parent"), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), and the undersigned interest holder (the "Interest Holder") of the Company.

WITNESSETH:

WHEREAS, Parent, Seismic Acquisition LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration");

WHEREAS, the Interest Holder is the direct owner of that number of the outstanding equity interests of the Company, and is the holder of options to purchase such number of equity interests of the Company, as set forth on the signature page of this Agreement; and

WHEREAS, as a condition and material inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Interest Holder (in the Interest Holder s capacity as such) has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto hereby agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For purposes of this Agreement:

(a) "Expiration Date" means the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) except with respect to Section 8, such date and time as the Merger shall have become effective in accordance with the terms and provisions of the Merger Agreement.

(b) "Equity Interests" means (i) all equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of exercise of any Company Option, dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like, but excluding any Equity Awards granted to the Interest Holder pursuant to Section 6.18 of the Merger Agreement).

(c) "Indirect Equity Interests" means (i) all equity securities of any entities that are direct or indirect owners of outstanding equity interests of the Company (including all other rights to acquire equity securities thereof) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and

whether by trust, contract, or otherwise, and (ii) all additional equity securities of any entity (including all other rights to acquire equity securities thereof) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like).

(d) Transfer means, with respect to an Equity Interest, an Indirect Equity Interest or Parent Common Stock received pursuant to the terms of the Merger Agreement, to directly or indirectly (i) sell, pledge, encumber, assign, grant an option with respect to, transfer, tender, or dispose of such security or any interest in such security or (ii) enter into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer of, tender of, or disposition of such security or any interest therein.

2. Transfer of Equity Interests.

(a) Transfer Restrictions. From the date hereof through the Expiration Date, the Interest Holder shall not Transfer (or cause or permit the Transfer of) any of the Equity Interests or Indirect Equity Interests, or enter into any agreement relating thereto, except (i) by selling already-owned Equity Interests either to pay the exercise price upon the exercise of a Company Option or to satisfy the Interest Holder s tax withholding obligation upon the exercise of a Company Option, in each case as permitted by the Company Plan, (ii) for transferring Equity Interests or Indirect Equity Interests to immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, provided, that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement and delivers a Proxy (as defined below) in the form attached hereto as Exhibit A, or (iii) with Parent s prior written consent. Any Transfer, or purported Transfer, of Equity Interests or Indirect Equity Interests in violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Interest Holder shall not deposit (or cause or permit the deposit of) any Equity Interests or Indirect Equity Interests in a voting trust or grant any proxy or enter into any voting agreement or similar agreement with respect to any of the Equity Interests or Indirect Equity Interests.

3. Agreement to Vote Equity Interests.

(a) From the date hereof through the Expiration Date, at every meeting of the Members of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Members of the Company, the Interest Holder (in the Interest Holder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record of its Equity Interests, on any applicable record date to, vote all Equity Interests that are then owned by such Interest Holder and entitled to vote or act by written consent:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of

the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The Interest Holder shall retain at all times the right to vote the Equity Interests and Indirect Equity Interests in his sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), and (iii) that are at any time or from time to time presented for consideration to the Company s Members generally.

(b) In the event that a meeting of the Members of the Company is held, the Interest Holder shall, or shall cause the holder of record of its Equity Interests on any applicable record date to, appear at such a meeting or otherwise cause the Equity Interests to be counted as present thereat for purposes of establishing a quorum, and the Interest Holder, acting in his capacity as an equity holder of any entities that are direct or indirect owners of Company Common Units, shall take the steps available to it as an equity holder under the applicable Governing Documents to cause such intermediate entity, on any applicable record date, to appear at such meeting or otherwise cause the Company Common Units held by such intermediate entity to be counted as present thereat for purposes of establishing a quorum.

(c) The Interest Holder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

4. Election.

(a) The Interest Holder shall elect to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Equity Interests on a properly completed Election Form in accordance with the provisions set forth in the Merger Agreement and in the Election Form provided to the Interest Holder and shall not revoke or change such Election Form.

(b) The Interest Holder shall submit an election to or otherwise instruct any intermediate entity through which he holds Indirect Equity Interests to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Indirect Equity Interests, subject to the applicable Governing Documents of the intermediate entity, and shall not revoke or change such election.

5. Agreement Not to Exercise Appraisal Rights. The Interest Holder shall not exercise, and hereby irrevocably and unconditionally waives, any rights of appraisal or rights of dissent from the Merger that such Interest Holder may have under Chapter 13 of the CLLCA by virtue of ownership of any Equity Interests. Notwithstanding the foregoing, nothing in this Section 5 shall constitute, or be deemed to constitute, a waiver or release by the Interest Holder of any claim or cause of action against Parent or Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

6. Managers and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict the Interest Holder from acting in his capacity as a manager or officer of the Company or of any intermediate entity through which the Interest Holders holds Indirect Equity Interests or fulfilling the obligations of any such office, including by voting, in his capacity as a manager of the Company or any intermediate entity through the Interest Holder holds Indirect Equity Interests, in the Interest Holder s sole discretion on any matter. In this regard, the Interest Holder shall not be deemed to make any agreement or understanding in this Agreement in the Interest Holder s capacity as a manager or officer of the Company or any intermediate entity through which the Interest Holder holds Indirect Equity Interests.

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7. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Interest Holder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the "Proxy"), which shall be irrevocable until following the Expiration Date to the fullest extent permissible by law, with respect to all the Equity Interests.

8. Lock-Up; Legend.

(a) The Interest Holder hereby agrees not to sell or otherwise Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale (any of the foregoing transactions, a "Post Merger Sale") of any Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement and held by the Interest Holder other than pursuant to this Section 8.

(i) During the one (1) year period following the second (2nd) anniversary of the Effective Time, the Interest Holder may conduct Post Merger Sales of no more than thirty-three percent (33%) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(ii) During the one (1) year period following the third (3rd) anniversary of the Effective Time (as defined in the Merger Agreement) of the Merger, the Interest Holder may conduct Post Merger Sales of no more than sixty-seven percent (67%) (inclusive of any Parent Common Stock sold during the prior year under Section 8(a)(i)) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(iii) After the fourth (4th) anniversary of the Effective Time all restrictions on sales or transfers of Parent Common Stock set forth in this Section 8 shall terminate and all such shares shall be freely saleable and transferable.

(iv) Notwithstanding the foregoing, the Interest Holder may consummate a Post Merger Sale at any time and for any amount of Parent securities received pursuant to the terms of the Merger Agreement with any immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, if such transferee, prior to the Post Merger Sale, agrees to be bound by this Section 8.

(b) Any certificate evidencing Parent Common Stock issued in the Merger at any time and owned, beneficially or of record, by the Interest Holder (or any successor or assign thereof) shall (in addition to such other legend(s) as may be required under the Merger Agreement or by Law) have the following legend written, printed, or stamped upon the face thereof:

THE SECURITIES REPRESENTED BY, OR TO BE ISSUED IN ACCORDANCE WITH, THIS CERTIFICATE OR INSTRUMENT ARE SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF A SUPPORT AGREEMENT, DATED AS OF MAY [ ], 2012, AMONG DAVITA INC., HEALTHCARE PARTNERS HOLDINGS, LLC, AND CERTAIN SHAREHOLDERS, A COPY OF WHICH AGREEMENT IS ON FILE AT THE OFFICES OF DAVITA INC. SUCH AGREEMENT, AMONG OTHER THINGS, MAY RESTRICT THE TRANSFER OF SUCH SECURITIES. SUCH SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, OR OTHERWISE TRANSFERRED, ENCUMBERED, OR DISPOSED OF, EXCEPT AS EXPRESSLY PROVIDED IN SUCH AGREEMENT. STOP TRANSFER INSTRUCTIONS HAVE BEEN PLACED AGAINST SUCH SECURITIES AND THE CERTIFICATES EVIDENCING SUCH SECURITIES TO RESTRICT THEIR TRANSFER, EXCEPT AS PERMITTED UNDER SUCH AGREEMENT.

The Interest Holder consents to the placing of stop transfer instructions against such Equity Interests and Indirect Equity Interests and the certificates evidencing such Parent Common Stock to restrict their transfer

except as permitted under this Agreement. Following the expiration of the restrictions on the sale and transfer of Parent Common Stock set forth in this Section 8 as to any shares of Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement, the legend, and the stop transfer instructions set forth above shall be immediately removed and terminated and, upon request of the Interest Holder, new certificates evidencing such Parent Common Stock shall be issued to the Interest Holder.

9. Merger Agreement. Acting in his capacity as a manager or officer of the Company, or as a Member or manager or officer of an intermediate entity through which the Interest Holder holds Indirect Equity Interests, the Interest Holder shall use commercially reasonable efforts to cause the Company to comply with the terms and conditions of the Merger Agreement, including holding the Member Meeting for the purpose of obtaining the Member Approval and mailing to the Members the Prospectus prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law.

10. Representations and Warranties of the Interest Holder. The Interest Holder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Interest Holder has the legal capacity to enter into this Agreement and the Proxy. This Agreement and the Proxy have been duly executed and delivered by the Interest Holder, and (assuming due authorization, execution, and delivery by Parent) this Agreement and the Proxy constitute a legal, valid, and binding obligation of the Interest Holder, enforceable against the Interest Holder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Proxy by the Interest Holder nor the consummation by the Interest Holder of the Transactions, nor performance of this Agreement or the Proxy by the Interest Holder, will (a) conflict with or violate in any material respect any material Law applicable to the Interest Holder, or (b) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any agreement to which the Interest Holder is a party or by which the Interest Holder may be bound, including any voting agreement or voting trust.

(c) Ownership of Equity Interests. The Interest Holder (i) is the sole record and beneficial owner of the Company Common Units and equity interests in entities that are direct or indirect owners of outstanding equity interests of the Company set forth on the signature page of this Agreement, all of which are free and clear of any Encumbrances (other than transfer restrictions contained in the Governing Documents of the Company or entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), proxies, voting trust, voting agreement, or other similar agreements, (ii) is the sole holder of the Company Options that are exercisable for the number of Company Common Units set forth on the signature page of this Agreement, all of which Company Options and Company Common Units issuable upon the exercise of such Company Options are, or in the case of Company Common Units received upon exercise of an option after the date hereof will be, and the options to purchase such number of equity interests of the entities set forth on the signature page of this Agreement, free and clear of any Encumbrances (other than transfer restrictions in the Company Plan or the Governing Documents of the Company or entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), and (iii) except as set forth on the signature page to this Agreement, does not own, beneficially or otherwise, any securities of the Company or direct or indirect owners of the Company other than the Company Common Units, Company Options, the Company Common Units issuable upon the exercise of such Company Options, and Indirect Equity Interests set forth on the signature page of this Agreement.

(d) Voting Power. The Interest Holder has or will have sole voting power with respect to all of the Equity Interests, with no limitations, qualifications, or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent, or other Person is entitled to any broker s, finder s, financial advisor s, or other similar fee or commission in connection with the Merger Agreement based upon arrangements made by or on behalf of the Interest Holder in its capacity as such.

(f) Reliance by Parent. The Interest Holder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Interest Holder s execution and delivery of this Agreement and the representations, warranties, covenants, and agreements contained herein.

11. Certain Restrictions. The Interest Holder shall not, directly or indirectly, take any action that would make any representation or warranty of the Interest Holder contained herein untrue or incorrect in any material respect.

12. Disclosure. The Interest Holder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, including the Prospectus and the Financing Registration Statement, any document in connection with the Financing, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Interest Holder s identity and ownership of Equity Interests and the nature of the Interest Holder s commitments, arrangements, and understandings under this Agreement.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Equity Interests or Indirect Equity Interests. Except as provided in this Agreement, all rights, ownership, and economic benefits relating to the Equity Interests and Indirect Equity Interests shall remain vested in and belong to the Interest Holder.

14. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Interest Holder shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Interest Holder s obligations under this Agreement.

15. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Interest Holder hereby authorizes the Company to record a stop transfer order with respect to all of the Equity Interests of the Interest Holder (and to give notice that this Agreement places limits on the voting and transfer of such Equity Interests), provided that such stop transfer order and notice will immediately be withdrawn and terminated following the Expiration Date.

16. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date, provided, that the rights and obligations in Section 8 shall survive the Expiration Date in accordance with their terms. Notwithstanding the foregoing, nothing set forth in this Section 16 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any intentional breach of this Agreement prior to such termination. This Section 16 and Sections 1 and 17 (as applicable) shall survive any termination of this Agreement.

17. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such

determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. Except as permitted under Section 2(a), this Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17(e)):

(i) if to Parent:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Tel: (303) 475-2100

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with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel - Transactions

Tel: (303) 475-2100

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Tel: (253) 272-1916

with a copy to:

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

E-mail: sklein@mofo.com

(ii) if to the Company:

HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(iii) if to the Interest Holder:

c/o HealthCare Partners Holdings, LLC

19191 South Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Matthew M. Mazdyasni

E-mail: mmazdyasni@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(ii) All Actions commenced before the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto prior to the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(iii) All Actions commenced after the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto after the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

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(h) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(i) Entire Agreement. This Agreement and the Proxy constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

(j) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(k) Expenses. All fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs, and expenses.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

DAVITA INC.

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Chief Operating Officer

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

MATTHEW M. MAZDYASNI

/s/ Matthew M. Mazdyasni

Equity Interests owned:

_____ Company Common Units

Options exercisable for _____

Company Common Units

_____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

Options exercisable for _____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

[Signature Page to Support Agreement]

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Interest Holder (the "Interest Holder") of HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints DAVITA INC., a Delaware corporation ("Parent"), acting through any of its Chief Executive Officer, Chief Financial Officer, or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the equity interests of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Equity Interests") in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); provided, however, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Equity Interests are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Equity Interests until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest, and is granted pursuant to that certain Support Agreement, dated as of the date hereof, by and among Parent, the Company, and the undersigned Interest Holder (the "Support Agreement"), and is granted as a condition and material inducement to the willingness of Parent and Seismic Acquisition LLC, a California limited liability company and direct, wholly owned subsidiary of Parent ("Merger Sub"), to enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), among Parent, Merger Sub, and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration"). The Interest Holder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Merger Agreement and (ii) executed and intended to be irrevocable in accordance with the CLLCA, (b) revokes any and all prior proxies granted by such Interest Holder with respect to the Equity Interests and no subsequent proxy shall be given by the Interest Holder (and if given shall be ineffective) and (c) ratifies and confirms all that the proxies appointed hereunder may lawfully do or cause to be done in compliance with the express terms hereof.

As used herein, the term "Expiration Date" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Equity Interests, and to exercise all voting, consent, and similar rights of the undersigned with respect to the Equity Interests (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned, or postponed meeting of Members of the Company and in every written consent in lieu of such meeting:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

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(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Interest Holder may vote the Equity Interests in his sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: May 20, 2012

MATTHEW M. MAZDYASNI

/s/ Matthew M. Mazdyasni

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Annex C(4)

EXECUTION COPY

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this Agreement), dated as of May 20, 2012, is by and among DAVITA INC., a Delaware corporation (Parent), HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the Company), and the undersigned interest holder (the Interest Holder) of the Company.

WITNESSETH:

WHEREAS, Parent, Seismic Acquisition LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent (Merger Sub), and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the Merger Agreement), which provides for, among other things, the merger of Merger Sub with and into the Company (the Merger) with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the Merger Consideration);

WHEREAS, the Interest Holder is the direct owner and indirect owner, whether through Bay Shores Investment, LLC or otherwise, of that number of the outstanding equity interests of the Company, and is the holder of options to purchase such number of equity interests of the Company, as set forth on the signature page of this Agreement; and

WHEREAS, as a condition and material inducement to the willingness of Parent and Merger Sub to enter into the Merger Agreement, the Interest Holder (in the Interest Holder s capacity as such) has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto hereby agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For purposes of this Agreement:

(a) Expiration Date means the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) except with respect to Section 8, such date and time as the Merger shall have become effective in accordance with the terms and provisions of the Merger Agreement.

(b) Equity Interests means (i) all equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of the Company (including all Company Common Units, all Company Options, and all other rights to acquire Company Common Units) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of exercise of any Company Option, dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like, but excluding any Equity Awards granted to the Interest Holder pursuant to Section 6.18 of the Merger Agreement).

(c) Indirect Equity Interests means (i) all equity securities of Bay Shores Investment, LLC or other entities that are direct or indirect owners of outstanding equity interests of the Company (including all other rights to acquire equity securities thereof) owned by the Interest Holder as of the date hereof, whether as of record or beneficially, and whether by trust, contract, or otherwise, and (ii) all additional equity securities of Bay Shores Investment, LLC or such other entity (including all other rights to acquire equity securities thereof) of which the Interest Holder acquires record or beneficial ownership during the period from the date of this Agreement through the Expiration Date (including by way of dividend or distribution, split-up, recapitalization, combination, exchange of units, and the like).

(d) Transfer means, with respect to an Equity Interest, an Indirect Equity Interest or Parent Common Stock received pursuant to the terms of the Merger Agreement, to directly or indirectly (i) sell, pledge, encumber, assign, grant an option with respect to, transfer, tender, or dispose of such security or any interest in such security or (ii) enter into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer of, tender of, or disposition of such security or any interest therein.

2. Transfer of Equity Interests.

(a) Transfer Restrictions. From the date hereof through the Expiration Date, the Interest Holder shall not Transfer (or cause or permit the Transfer of) any of the Equity Interests or Indirect Equity Interests, or enter into any agreement relating thereto, except (i) by selling already-owned Equity Interests either to pay the exercise price upon the exercise of a Company Option or to satisfy the Interest Holder s tax withholding obligation upon the exercise of a Company Option, in each case as permitted by the Company Plan, (ii) for transferring Equity Interests or Indirect Equity Interests to immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, provided, that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement and delivers a Proxy (as defined below) in the form attached hereto as Exhibit A, or (iii) with Parent s prior written consent. Any Transfer, or purported Transfer, of Equity Interests or Indirect Equity Interests in violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Interest Holder shall not deposit (or cause or permit the deposit of) any Equity Interests or Indirect Equity Interests in a voting trust or grant any proxy or enter into any voting agreement or similar agreement with respect to any of the Equity Interests or Indirect Equity Interests.

3. Agreement to Vote Equity Interests.

(a) From the date hereof through the Expiration Date, at every meeting of the Members of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Members of the Company, the Interest Holder (in the Interest Holder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record of its Equity Interests, on any applicable record date to, vote all Equity Interests that are then owned by such Interest Holder and entitled to vote or act by written consent:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The Interest Holder shall retain at all times the right to vote the Equity Interests and Indirect Equity Interests in his sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), and (iii) that are at any time or from time to time presented for consideration to the Company s Members generally.

(b) In the event that a meeting of the Members of the Company is held, the Interest Holder shall, or shall cause the holder of record of its Equity Interests on any applicable record date to, appear at such a meeting or otherwise cause the Equity Interests to be counted as present thereat for purposes of establishing a quorum, and the Interest Holder, acting in his capacity as an equity holder of Bay Shores Investment, LLC or other entities that are direct or indirect owners of Company Common Units, shall take the steps available to it as an equity holder under the applicable Governing Documents to cause Bay Shores Investment, LLC or such other intermediate entity, on any applicable record date, to appear at such meeting or otherwise cause the Company Common Units held by Bay Shores Investment, LLC or such other intermediate entity to be counted as present thereat for purposes of establishing a quorum.

(c) The Interest Holder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

4. Election.

(a) The Interest Holder shall elect to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Equity Interests on a properly completed Election Form in accordance with the provisions set forth in the Merger Agreement and in the Election Form provided to the Interest Holder and shall not revoke or change such Election Form.

(b) The Interest Holder shall submit an election to or otherwise instruct any intermediate entity through which he holds Indirect Equity Interests to receive the Per Unit Closing Stock Consideration for not less than 33% of the Interest Holder s Indirect Equity Interests, subject to the applicable Governing Documents of the intermediate entity, and shall not revoke or change such election.

5. Agreement Not to Exercise Appraisal Rights. The Interest Holder shall not exercise, and hereby irrevocably and unconditionally waives, any rights of appraisal or rights of dissent from the Merger that such Interest Holder may have under Chapter 13 of the CLLCA by virtue of ownership of any Equity Interests. Notwithstanding the foregoing, nothing in this Section 5 shall constitute, or be deemed to constitute, a waiver or release by the Interest Holder of any claim or cause of action against Parent or Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

6. Managers and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict the Interest Holder from acting in his capacity as a manager or officer of the

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Company or of any intermediate entity through which the Interest Holders holds Indirect Equity Interests or fulfilling the obligations of any such office, including by voting, in his capacity as a manager of the Company or any intermediate entity through the Interest Holder holds Indirect Equity Interests, in the Interest Holder s sole discretion on any matter. In this regard, the Interest Holder shall not be deemed to make any agreement or understanding in this Agreement in the Interest Holder s capacity as a manager or officer of the Company or any intermediate entity through which the Interest Holder holds Indirect Equity Interests.

7. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Interest Holder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the Proxy), which shall be irrevocable until following the Expiration Date to the fullest extent permissible by law, with respect to all the Equity Interests.

8. Lock-Up; Legend.

(a) The Interest Holder hereby agrees not to sell or otherwise Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale (any of the foregoing transactions, a Post Merger Sale) of any Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement and held by the Interest Holder other than pursuant to this Section 8.

(i) During the one (1) year period following the second (2nd) anniversary of the Effective Time, the Interest Holder may conduct Post Merger Sales of no more than thirty-three percent (33%) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(ii) During the one (1) year period following the third (3rd) anniversary of the Effective Time (as defined in the Merger Agreement) of the Merger, the Interest Holder may conduct Post Merger Sales of no more than sixty-seven percent (67%) (inclusive of any Parent Common Stock sold during the prior year under Section 8(a)(i)) of any Parent Common Stock received by the Interest Holder pursuant to the Merger Agreement.

(iii) After the fourth (4th) anniversary of the Effective Time all restrictions on sales or transfers of Parent Common Stock set forth in this Section 8 shall terminate and all such shares shall be freely saleable and transferable.

(iv) Notwithstanding the foregoing, the Interest Holder may consummate a Post Merger Sale at any time and for any amount of Parent securities received pursuant to the terms of the Merger Agreement with any immediate family members, a trust established for the benefit of the Interest Holder and/or for the benefit of one or more members of the Interest Holder s immediate family members, a trust or other foundation established for charitable purposes, charitable organizations, or upon the death of the Interest Holder, if such transferee, prior to the Post Merger Sale, agrees to be bound by this Section 8.

(b) Any certificate evidencing Parent Common Stock issued in the Merger at any time and owned, beneficially or of record, by the Interest Holder (or any successor or assign thereof) shall (in addition to such other legend(s) as may be required under the Merger Agreement or by Law) have the following legend written, printed, or stamped upon the face thereof:

THE SECURITIES REPRESENTED BY, OR TO BE ISSUED IN ACCORDANCE WITH, THIS CERTIFICATE OR INSTRUMENT ARE SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF A SUPPORT AGREEMENT, DATED AS OF MAY [ ], 2012, AMONG DAVITA INC., HEALTHCARE PARTNERS HOLDINGS, LLC, AND CERTAIN SHAREHOLDERS, A COPY OF WHICH AGREEMENT IS ON FILE AT THE OFFICES OF DAVITA INC. SUCH AGREEMENT, AMONG OTHER THINGS, MAY RESTRICT THE TRANSFER OF SUCH SECURITIES. SUCH SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, PLEDGED, OR OTHERWISE TRANSFERRED, ENCUMBERED, OR DISPOSED OF,

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EXCEPT AS EXPRESSLY PROVIDED IN SUCH AGREEMENT. STOP TRANSFER INSTRUCTIONS HAVE BEEN PLACED AGAINST SUCH SECURITIES AND THE CERTIFICATES EVIDENCING SUCH SECURITIES TO RESTRICT THEIR TRANSFER, EXCEPT AS PERMITTED UNDER SUCH AGREEMENT.

The Interest Holder consents to the placing of stop transfer instructions against such Equity Interests and Indirect Equity Interests and the certificates evidencing such Parent Common Stock to restrict their transfer except as permitted under this Agreement. Following the expiration of the restrictions on the sale and transfer of Parent Common Stock set forth in this Section 8 as to any shares of Parent Common Stock received by the Interest Holder pursuant to the terms of the Merger Agreement, the legend, and the stop transfer instructions set forth above shall be immediately removed and terminated and, upon request of the Interest Holder, new certificates evidencing such Parent Common Stock shall be issued to the Interest Holder.

9. Merger Agreement. Acting in his capacity as a manager or officer of the Company, or as a Member or manager or officer of an intermediate entity through which the Interest Holder holds Indirect Equity Interests, the Interest Holder shall use commercially reasonable efforts to cause the Company to comply with the terms and conditions of the Merger Agreement, including holding the Member Meeting for the purpose of obtaining the Member Approval and mailing to the Members the Prospectus prior to the Member Meeting and in accordance with the Governing Documents of the Company and applicable Law.

10. Representations and Warranties of the Interest Holder. The Interest Holder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Interest Holder has the legal capacity to enter into this Agreement and the Proxy. This Agreement and the Proxy have been duly executed and delivered by the Interest Holder, and (assuming due authorization, execution, and delivery by Parent) this Agreement and the Proxy constitute a legal, valid, and binding obligation of the Interest Holder, enforceable against the Interest Holder in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including Laws relating to fraudulent transfers), reorganization, moratorium, or similar Laws affecting creditors rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Proxy by the Interest Holder nor the consummation by the Interest Holder of the Transactions, nor performance of this Agreement or the Proxy by the Interest Holder, will (a) conflict with or violate in any material respect any material Law applicable to the Interest Holder, or (b) conflict in any material respect with, result in any material breach of, constitute a material default (or an event which, with the giving of notice or lapse of time, or both, would become a material default) under, require any Consent under, or give to others any right to exercise any remedy under, or rights of termination, acceleration, cancellation, or modification of, any agreement to which the Interest Holder is a party or by which the Interest Holder may be bound, including any voting agreement or voting trust.

(c) Ownership of Equity Interests. The Interest Holder (i) is the sole record and beneficial owner of the Company Common Units and equity interests in Bay Shores Investment, LLC and other entities that are direct or indirect owners of outstanding equity interests of the Company set forth on the signature page of this Agreement, all of which are free and clear of any Encumbrances (other than transfer restrictions contained in the Governing Documents of the Company, Bay Shores Investment, LLC, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), proxies, voting trust, voting agreement, or other similar agreements, (ii) is the sole holder of the Company Options that are exercisable for the number of Company Common Units set forth on the signature page of this Agreement, all of which Company Options and Company Common Units issuable upon the exercise of such Company Options are, or in the case of Company Common Units received upon exercise of an option after the date hereof will be, and the options to purchase such number of equity interests of Bay

Shores Investment, LLC and such other entities set forth on the signature page of this Agreement, free and clear of any Encumbrances (other than transfer restrictions in the Company Plan or the Governing Documents of the Company, Bay Shores Investment, LLC, or other entities that are direct or indirect owners of outstanding equity interests of the Company and under applicable securities laws), and (iii) except as set forth on the signature page to this Agreement, does not own, beneficially or otherwise, any securities of the Company, Bay Shores Investment, LLC or such other direct or indirect owners of the Company other than the Company Common Units, Company Options, the Company Common Units issuable upon the exercise of such Company Options, and Indirect Equity Interests set forth on the signature page of this Agreement.

(d) Voting Power. The Interest Holder has or will have sole voting power with respect to all of the Equity Interests, with no limitations, qualifications, or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent, or other Person is entitled to any broker s, finder s, financial advisor s, or other similar fee or commission in connection with the Merger Agreement based upon arrangements made by or on behalf of the Interest Holder in its capacity as such.

(f) Reliance by Parent. The Interest Holder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Interest Holder s execution and delivery of this Agreement and the representations, warranties, covenants, and agreements contained herein.

11. Certain Restrictions. The Interest Holder shall not, directly or indirectly, take any action that would make any representation or warranty of the Interest Holder contained herein untrue or incorrect in any material respect.

12. Disclosure. The Interest Holder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, including the Prospectus and the Financing Registration Statement, any document in connection with the Financing, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Interest Holder s identity and ownership of Equity Interests and the nature of the Interest Holder s commitments, arrangements, and understandings under this Agreement.

13. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Equity Interests or Indirect Equity Interests. Except as provided in this Agreement, all rights, ownership, and economic benefits relating to the Equity Interests and Indirect Equity Interests shall remain vested in and belong to the Interest Holder.

14. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Interest Holder shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to fulfill such Interest Holder s obligations under this Agreement.

15. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Interest Holder hereby authorizes the Company to record a stop transfer order with respect to all of the Equity Interests of the Interest Holder (and to give notice that this Agreement places limits on the voting and transfer of such Equity Interests), provided that such stop transfer order and notice will immediately be withdrawn and terminated following the Expiration Date.

16. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date, provided, that the rights and obligations in Section 8 shall survive the Expiration Date in accordance with their terms. Notwithstanding the foregoing, nothing set forth in this Section 16 or elsewhere in this Agreement shall relieve any party hereto from liability, or otherwise limit the liability of any party hereto, for any intentional breach of this Agreement prior to such termination. This Section 16 and Sections 1 and 17 (as applicable) shall survive any termination of this Agreement.

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17. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. Except as permitted under Section 2(a), this Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that Parent shall have the right to assign this Agreement to a direct or indirect wholly owned subsidiary of Parent; provided, further, that any such assignment shall not relieve Parent of its obligations hereunder.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement (including failing to take such actions as are required of it hereunder to consummate the Transactions) would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (c) on the next Business Day when sent by national overnight courier, in

each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 17(e)):

(i) if to Parent:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Chief Legal Officer

Tel: (303) 475-2100

with copies to:

DaVita Inc.

2000 16th Street

Denver, Colorado 80202

Attention: Deputy General Counsel - Transactions

Tel: (303) 475-2100

DaVita Inc.

1423 Pacific Avenue

Tacoma, Washington 98402

Attention: Chief Accounting Officer

Tel: (253) 272-1916

with a copy to:

Morrison & Foerster LLP

1290 Avenue of the Americas

New York, New York 10104

Attention: Spencer D. Klein

E-mail: sklein@mofo.com

(ii) if to the Company:

HealthCare Partners Holdings, LLC

19191 S. Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Robert J. Margolis, M.D.

E-mail: RMargolis@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(iii) if to the Interest Holder:

c/o HealthCare Partners Holdings, LLC

19191 S. Vermont Avenue, Suite 200

Torrance, California 90502

Attention: Thomas Paulsen, M.D.

E-mail: TPaulsen@healthcarepartners.com

with a copies to:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

Munger, Tolles & Olson LLP

355 South Grand Avenue, 35th Floor

Los Angeles, California 90071

Attention: Robert E. Denham

E-mail: robert.denham@mto.com

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(ii) All Actions commenced before the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the Borough of Manhattan of the City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of the City of New York for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto prior to the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(iii) All Actions commenced after the Closing arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such

Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto after the Closing; (B) consent

to service of process in accordance with the procedure set forth in Section 17(e); and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(h) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(i) Entire Agreement. This Agreement and the Proxy constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

(j) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(k) Expenses. All fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs, and expenses.

(l) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Remainder of Page Intentionally Left Blank*]

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

DAVITA INC.

By: /s/ Dennis L. Kogod
Name: Dennis L. Kogod
Title: Chief Operating Officer

HEALTHCARE PARTNERS HOLDINGS, LLC

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.
Title: Chief Executive Officer

THOMAS PAULSEN, M.D.

/s/ Thomas Paulsen

Equity Interests owned:

_____ Company Common Units

Options exercisable for _____ Company Common Units

_____ Bay Shores Investment, LLC equity interests

Options exercisable for _____ Bay Shores Investment, LLC equity interests

_____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

Options exercisable for _____ equity interests in other entities that are direct or indirect owners of outstanding equity interests of the Company

[Signature Page to Support Agreement]

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Interest Holder (the "Interest Holder") of HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company"), hereby irrevocably (to the fullest extent permitted by law) appoints DAVITA INC., a Delaware corporation ("Parent"), acting through any of its Chief Executive Officer, Chief Financial Officer, or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the equity interests of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the "Equity Interests") in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); provided, however, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy. Upon the undersigned's execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Equity Interests are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Equity Interests until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest, and is granted pursuant to that certain Support Agreement, dated as of the date hereof, by and among Parent, the Company, and the undersigned Interest Holder (the "Support Agreement"), and is granted as a condition and material inducement to the willingness of Parent and Seismic Acquisition LLC, a California limited liability company and direct, wholly owned subsidiary of Parent ("Merger Sub"), to enter into the Agreement and Plan of Merger, dated as of the date hereof (as it may be amended from time to time, the "Merger Agreement"), among Parent, Merger Sub, and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration"). The Interest Holder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest by reason of the Merger Agreement and (ii) executed and intended to be irrevocable in accordance with the CLLCA, (b) revokes any and all prior proxies granted by such Interest Holder with respect to the Equity Interests and no subsequent proxy shall be given by the Interest Holder (and if given shall be ineffective) and (c) ratifies and confirms all that the proxies appointed hereunder may lawfully do or cause to be done in compliance with the express terms hereof.

As used herein, the term "Expiration Date" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof and (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned's attorney and proxy to vote the Equity Interests, and to exercise all voting, consent, and similar rights of the undersigned with respect to the Equity Interests (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned, or postponed meeting of Members of the Company and in every written consent in lieu of such meeting:

(i) in favor of the approval of the principal terms of the Merger and the Merger Agreement, and in favor of any related proposal necessary to consummate the Merger and the transactions contemplated by the Merger Agreement;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the principal terms of the Merger and the Merger Agreement; and

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(iii) against any of the following actions (other than (x) the Merger and any other transactions contemplated by the Merger Agreement or (y) acquisitions referred to in Section 6.01(b)(vii) of the Company Disclosure Schedule): (A) any merger, consolidation, business combination, sale of assets, reorganization, or recapitalization of or involving the Company or any of the Business Entities or Related Consolidated Entities, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Business Entities or Related Consolidated Entities, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Business Entities or Related Consolidated Entities, (D) any material change in the capitalization of the Company or any of the Business Entities or Related Consolidated Entities, or the corporate structure of the Company or any of the Business Entities or Related Consolidated Entities, or (E) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage, or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or result in a breach in any material respect of the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Interest Holder may vote the Equity Interests in his sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: May 20, 2012

THOMAS PAULSEN, M.D.

/s/ Thomas Paulsen

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Annex D(1)

EXECUTION COPY

NONCOMPETITION AND NONSOLICITATION AGREEMENT

THIS NONCOMPETITION AND NONSOLICITATION AGREEMENT (this Agreement), dated as of May 20, 2012, and effective as of the Effective Time, is by and among DAVITA INC., a Delaware corporation (Parent) and the undersigned interest holder (the Interest Holder) of the Company. Except as otherwise specified in this Agreement, all capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, SEISMIC ACQUISITION, LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent (Merger Sub), and HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the Company) are entering into an Agreement and Plan of Merger, dated as of May 20, 2012 (as it may be amended from time to time, the Merger Agreement), which provides for, among other things, the merger of Merger Sub with and into the Company (the Merger) with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the Merger Consideration);

WHEREAS, Interest Holder and the Company have been, and as a result of the consummation of the transactions contemplated by the Merger Agreement, Parent through the Company and otherwise will be, engaged in the businesses of the Company and Parent;

WHEREAS, prior to the date hereof, Interest Holder, due to his affiliation with the Company, has acquired intimate knowledge of, and experience related to, the business of the Company and Parent, which, if exploited by Interest Holder in contravention of this Agreement, would seriously, adversely and irreparably affect the ability of Parent and its Affiliates (including the Company after the Closing) to derive the benefit or value for which it bargained in the Merger Agreement;

WHEREAS, Interest Holder owns, directly or as a result of ownership in an intermediate entity, a material interest in the Company in the form of Company Common Units , and is the holder of Company Options, for which Interest Holder will receive valuable consideration pursuant to the terms and conditions of the Merger Agreement, and, therefore, Interest Holder has a material economic interest in the consummation of the transactions contemplated in the Merger Agreement; and the transfer of the equity interests and options to purchase equity interests of the Company held by Interest Holder in accordance with the Merger Agreement is necessary to transfer the goodwill of the Company being acquired by Parent pursuant to the Merger Agreement;

WHEREAS, the Merger Agreement requires Interest Holder to enter into this Agreement with Parent as a condition precedent to the consummation of the transactions contemplated in the Merger Agreement; this Agreement is a material inducement to Parent to consummate the transactions contemplated in the Merger Agreement; and Parent would be unwilling to consummate such transactions if Interest Holder did not enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, the premises, the mutual covenants and restrictions contained herein and in the Merger Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Parent and Interest Holder hereby covenant and agree as follows:

1. Effective Time. This Agreement shall become effective at the Effective Time.

2. Consideration. In consideration of Interest Holder entering into and abiding by the terms of this Agreement and transferring his Company Common Units and Company Options, in accordance with the Merger Agreement

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Parent agrees to consummate the transactions contemplated in the Merger Agreement, including payment in respect of the Company Common Units and Company Options upon the terms and conditions set forth in the Merger Agreement.

3. Covenant Not to Compete.

(a) During the seven (7) years from and after the Closing Date (the Restricted Period), Interest Holder shall not, directly or indirectly,

(i) take any action that results or may reasonably be expected to result in owning, leasing, managing, operating, joining, extending credit to, controlling, or participating in the ownership, leasing, management, operation, extension of credit to, or control of, whether as an employer, shareholder, employee, director, manager, lender, joint venturer, member, consultant, advisor or partner, whether or not compensated for any of the foregoing, with, any business that directly or indirectly anywhere within the Restricted Region (as defined below) engages in or derives any economic benefit from, or is preparing to engage in or derive any economic benefit from, the Restricted Business (as defined below) or

(ii) for his own account or for the account of others, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as an employer, shareholder, employee, director, manager, lender, joint venturer, member, consultant, advisor or partner, whether or not compensated for any of the foregoing, with, any business that directly or indirectly anywhere within the Restricted Region (as defined below) engages in, or takes affirmative action to prepare to engage in or derive any economic benefit from, the Restricted Business;

provided that the foregoing shall not prohibit Interest Holder from passively owning five percent (5%) or less of any class of securities of any publicly-held company, provided, further, that the Restricted Period shall be tolled during any period that Interest Holder is in breach of the terms of this Agreement.

(b) For purposes of this Agreement, Restricted Region means anywhere in Nevada, California, Florida, and New Mexico, which are the jurisdictions in which the Company conducts business or reasonably expects to conduct business within the next twelve (12) months.

(c) For purposes of this Agreement, Restricted Business means any of the following:

(i) Physician practices, independent physician associations or any other form of practicing physician organization;

(ii) organizations engaged in coordinated care, managed care, accountable care and other similar models of care for a population of patients;

(iii) organizations which provide management or related services to organizations described in (i) or (ii);

(iv) hospitals, ACOs, ancillary service providers, HMOs or other licensed health plans, but only insofar as Interest Holder s role (A) would include activities on behalf of such organizations described in (i), (ii), or (iii), including but not limited to, having direct responsibility for or having direct influence in setting up, running, managing or controlling a provider network; or (B) would include engaging in direct negotiations or consulting on negotiations on behalf of such organization with Parent or its Subsidiaries (including the Company);

(v) Dialysis Services or Renal Care Services (as defined herein), except to the extent that such services are only an incidental part of the services provided by the organization for which Interest Holder is providing services. Dialysis Services or Renal Care Services shall mean all dialysis services and nephrology-related services provided by the Parent at any time during the period of Interest Holder s employment, including, but not limited to, hemodialysis, acute dialysis, aphaeresis services, peritoneal dialysis of any type, staff-assisted hemodialysis, home hemodialysis, dialysis-related laboratory and

pharmacy services, access-related services, drug purchasing, drug distribution, Method II dialysis supplies and services, nephrology practice management, vascular access services, disease management services, pre-dialysis education, ckd services, or renal physician/center network management, and any other services or treatment for persons diagnosed as having end stage renal disease or pre-end stage renal disease, including any dialysis services provided in an acute hospital;

(vi) researching, developing, marketing, or working on any products or providing any services, including direct primary care services, for a direct competitor of Direct Primary Care Holdings, LLC dba Paladina Health, or any of its subsidiaries. Direct competitors are those entities providing comprehensive primary healthcare services to patients for a recurring fee rather than individually itemized fixed fees for service for primary care services; and/or

(vii) assisting any third party to engage in (i) through (vi).

Notwithstanding the foregoing, the Restricted Business shall not prohibit the Interest Holder from personally practicing medicine as a physician.

4. Covenant Not to Solicit.

(a) During the Restricted Period, Interest Holder shall not:

(i) solicit any of Parent s or its Subsidiaries (including the Company s) employees to work for any Person,

(ii) hire any of Parent s or its Subsidiaries (including the Company s) employees to work (as an employee or an independent contractor) for any Person,

(iii) take any action that may reasonably result in any of Parent s or its Subsidiaries (including the Company s) employees going to work (as an employee or an independent contractor) for any Person,

(iv) induce any patient or customer of Parent or its Subsidiaries (including the Company), either individually or collectively, to patronize any competing facility;

(v) request or advise any patient, customer, or supplier of Parent or its Subsidiaries (including the Company) to withdraw, curtail, or cancel such person s business with Parent or its Subsidiaries (including the Company);

(vi) solicit, induce, or encourage any physician (or former physician) affiliated with Parent or its Subsidiaries (including the Company) or induce or encourage any other person under contract with Parent or its Subsidiaries (including the Company) to curtail or terminate such person s affiliation or contractual relationship with Parent or its Subsidiaries (including the Company); or

(vii) disclose to any Person the names or addresses of any patient or customer of Parent or its Subsidiaries (including the Company);

provided, however, that nothing herein shall prohibit Interest Holder from making a general employment solicitation to the public that does not target, any employee or independent contractor of Parent or the Parent Subsidiaries (including the Company) and then having contact with and/or employing such employee or independent contractor who responds to such general solicitation or who otherwise independently contacts Interest Holder.

5. Equitable Relief. Interest Holder agrees and acknowledges that the limitations as to time, geographical area and scope of activity to be restrained as set forth in Section 3 and Section 4 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of Parent and its Subsidiaries (including the Company), including the protection of the goodwill transferred in connection with the Merger Agreement, and that any breach of the covenants contained in Section 3 and Section 4 would cause irreparable

injury to Parent and/or the Parent Subsidiaries (including the Company). Interest Holder also acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of Section 3 and Section 4, and that Parent and the Parent Subsidiaries (including the Company) shall be entitled to enforce the provisions of Section 3 and Section 4 by demanding specific performance and immediate injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of Section 3 and Section 4 but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Interest Holder, as applicable.

6. Reasonableness and Opportunity to Consult With Counsel. The covenants contained in Section 3 and Section 4, are considered by the parties hereto to be (a) fair, reasonable and necessary for the protection of the legitimate business interests of Parent or its Subsidiaries (including the Company), including the protection of the goodwill transferred pursuant to the Merger Agreement, (b) not injurious to the public and (c) appropriate based on the nature of the Company s and Parent s business. Interest Holder has been represented by counsel throughout the negotiation of this Agreement and has had the opportunity to consult with counsel about every provision of this Agreement.

7. Waiver. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

8. Third Parties. Interest Holder shall make the terms and conditions of this Agreement known to any business, entity, or persons engaged in activities competitive with Parent s business (including the Company after the Closing) with which he becomes associated before his association with such business, entity, or persons. Parent shall have the right to make the terms of this Agreement known to third parties.

9. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the Transactions is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible. In the event that the provisions of any of Section 3 or Section 4 of this Agreement relating to the geographic area of restriction, the length of restriction, or the scope of restriction shall be deemed to exceed the maximum area, length, or scope that a court of competent jurisdiction would deem enforceable, said area, length, or scope shall, for purposes of this Agreement, be deemed to be the maximum area, length of time, or scope that such court would deem valid and enforceable, and that such court has the authority under this Agreement to rewrite (or blue-pencil) the restriction(s) at-issue to achieve this intent.

10. Entire Agreement. This Agreement and the Merger Agreement, and the Employee Noncompetition and Nonsolicitation Agreement dated as of the date hereof, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

11. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the city and county of Denver, Colorado; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Colorado state court sitting in the city and county of Denver, Colorado. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the city and county of Denver, Colorado for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto; (b) consent to service of process at the address listed below; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

14. Assignment. This Agreement is personal and may not be assigned by Interest Holder. This Agreement may be assigned by Parent and shall inure to the benefit of and be enforced by, and be binding upon the successors and assigns of Parent. In addition, the covenants and acknowledgements of Interest Holder as set forth herein shall inure to the benefit of and be enforced by, any successors to Parent and shall survive the termination of this Agreement, regardless of cause, except if Parent ceases operation other than as a result of a change of control.

15. Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

[Signature page to follow]

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IN WITNESS WHEREOF, Parent and Interest Holder executed this Agreement as of the day and year first above written.

INTEREST HOLDER	DAVITA INC.
	By:
Robert J. Margolis	Name: Dennis L. Kogod
Address:	Title: Chief Operating Officer

[Signature Page to the Noncompetition and Nonsolicitation Agreement]

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Annex D(2)

NONCOMPETITION AND NONSOLICITATION AGREEMENT

THIS NONCOMPETITION AND NONSOLICITATION AGREEMENT (this "Agreement"), dated as of May 20, 2012, and effective as of the Effective Time, is by and among DAVITA INC., a Delaware corporation ("Parent") and the undersigned interest holder (the "Interest Holder") of the Company. Except as otherwise specified in this Agreement, all capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, Parent, SEISMIC ACQUISITION LLC, a California limited liability company and a direct, wholly owned subsidiary of Parent ("Merger Sub"), and HEALTHCARE PARTNERS HOLDINGS, LLC, a California limited liability company (the "Company") are entering into an Agreement and Plan of Merger, dated as of May 20, 2012 (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and pursuant to which all Class B Units in the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the "Merger Consideration");

WHEREAS, Interest Holder and the Company have been, and as a result of the consummation of the transactions contemplated by the Merger Agreement, Parent through the Company and otherwise will be, engaged in the businesses of the Company and Parent;

WHEREAS, prior to the date hereof, Interest Holder, due to his affiliation with the Company, has acquired intimate knowledge of, and experience related to, the business of the Company and Parent, which, if exploited by Interest Holder in contravention of this Agreement, would seriously, adversely and irreparably affect the ability of Parent and its Affiliates (including the Company after the Closing) to derive the benefit or value for which it bargained in the Merger Agreement;

WHEREAS, Interest Holder owns, directly or as a result of ownership in an intermediate entity, a material interest in the Company in the form of Company Options, for which Interest Holder will receive valuable consideration pursuant to the terms and conditions of the Merger Agreement, and, therefore, Interest Holder has a material economic interest in the consummation of the transactions contemplated in the Merger Agreement; and the transfer of the options to purchase equity interests of the Company held by Interest Holder in accordance with the Merger Agreement is necessary to transfer the goodwill of the Company being acquired by Parent pursuant to the Merger Agreement;

WHEREAS, the Merger Agreement requires Interest Holder to enter into this Agreement with Parent as a condition precedent to the consummation of the transactions contemplated in the Merger Agreement; this Agreement is a material inducement to Parent to consummate the transactions contemplated in the Merger Agreement; and Parent would be unwilling to consummate such transactions if Interest Holder did not enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing, the premises, the mutual covenants and restrictions contained herein and in the Merger Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Parent and Interest Holder hereby covenant and agree as follows:

1. Effective Time. This Agreement shall become effective at the Effective Time.

2. Consideration. In consideration of Interest Holder entering into and abiding by the terms of this Agreement and transferring his Company Options, in accordance with the Merger Agreement Parent agrees to consummate the transactions contemplated in the Merger Agreement, including payment in respect of the Company Common Units and Company Options upon the terms and conditions set forth in the Merger Agreement.

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3. Covenant Not to Compete.

(a) During the five (5) years from and after the Closing Date (the Restricted Period), Interest Holder shall not, directly or indirectly,

(i) take any action that results or may reasonably be expected to result in owning, leasing, managing, operating, joining, extending credit to, controlling, or participating in the ownership, leasing, management, operation, extension of credit to, or control of, whether as an employer, shareholder, employee, director, manager, lender, joint venturer, member, consultant, advisor or partner, whether or not compensated for any of the foregoing, with, any business that directly or indirectly anywhere within the Restricted Region (as defined below) engages in or derives any economic benefit from, or is preparing to engage in or derive any economic benefit from, the Restricted Business (as defined below) or

(ii) for his own account or for the account of others, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as an employer, shareholder, employee, director, manager, lender, joint venturer, member, consultant, advisor or partner, whether or not compensated for any of the foregoing, with, any business that directly or indirectly anywhere within the Restricted Region (as defined below) engages in, or takes affirmative action to prepare to engage in or derive any economic benefit from, the Restricted Business;

provided that the foregoing shall not prohibit Interest Holder from passively owning five percent (5%) or less of any class of securities of any publicly-held company, provided, further, that the Restricted Period shall be tolled during any period that Interest Holder is in breach of the terms of this Agreement.

(b) For purposes of this Agreement, Restricted Region means anywhere in Nevada, California, Florida, and New Mexico, which are the jurisdictions in which the Company conducts business or reasonably expects to conduct business within the next twelve (12) months.

(c) For purposes of this Agreement, Restricted Business means any of the following:

(i) Physician practices, independent physician associations or any other form of practicing physician organization;

(ii) organizations engaged in coordinated care, managed care, accountable care and other similar models of care for a population of patients;

(iii) organizations which provide management or related services to organizations described in (i) or (ii);

(iv) hospitals, ACOs, ancillary service providers, HMOs or other licensed health plans, but only insofar as Interest Holder s role (A) would include activities on behalf of such organizations described in (i), (ii), or (iii), including but not limited to, having direct responsibility for or having direct influence in setting up, running, managing or controlling a provider network; or (B) would include engaging in direct negotiations or consulting on negotiations on behalf of such organization with Parent or its Subsidiaries (including the Company);

(v) Dialysis Services or Renal Care Services (as defined herein), except to the extent that such services are only an incidental part of the services provided by the organization for which Interest Holder is providing services. Dialysis Services or Renal Care Services shall mean all dialysis services and nephrology-related services provided by the Parent at any time during the period of Interest Holder s employment, including, but not limited to, hemodialysis, acute dialysis, aphaeresis services, peritoneal dialysis of any type, staff-assisted hemodialysis, home hemodialysis, dialysis-related laboratory and pharmacy services, access-related services, drug purchasing, drug distribution, Method II dialysis supplies and services, nephrology practice management, vascular access services, disease management services, pre-dialysis education, ckd services, or renal physician/center network management, and any other services or treatment for persons diagnosed as having end stage renal disease or pre-end stage renal disease, including any dialysis services provided in an acute hospital;

(vi) researching, developing, marketing, or working on any products or providing any services, including direct primary care services, for a direct competitor of Direct Primary Care Holdings, LLC dba

Paladina Health, or any of its subsidiaries. Direct competitors are those entities providing comprehensive primary healthcare services to patients for a recurring fee rather than individually itemized fixed fees for service for primary care services; and/or

(vii) assisting any third party to engage in (i) through (vi).

Notwithstanding the foregoing, the Restricted Business shall not prohibit the Interest Holder from personally practicing medicine as a physician.

4. Covenant Not to Solicit.

(a) During the Restricted Period, Interest Holder shall not:

(i) solicit any of Parent s or its Subsidiaries (including the Company s) employees to work for any Person,

(ii) hire any of Parent s or its Subsidiaries (including the Company s) employees to work (as an employee or an independent contractor) for any Person,

(iii) take any action that may reasonably result in any of Parent s or its Subsidiaries (including the Company s) employees going to work (as an employee or an independent contractor) for any Person,

(iv) induce any patient or customer of Parent or its Subsidiaries (including the Company), either individually or collectively, to patronize any competing facility;

(v) request or advise any patient, customer, or supplier of Parent or its Subsidiaries (including the Company) to withdraw, curtail, or cancel such person s business with Parent or its Subsidiaries (including the Company);

(vi) solicit, induce, or encourage any physician (or former physician) affiliated with Parent or its Subsidiaries (including the Company) or induce or encourage any other person under contract with Parent or its Subsidiaries (including the Company) to curtail or terminate such person s affiliation or contractual relationship with Parent or its Subsidiaries (including the Company); or

(vii) disclose to any Person the names or addresses of any patient or customer of Parent or its Subsidiaries (including the Company);

provided, however, that nothing herein shall prohibit Interest Holder from making a general employment solicitation to the public that does not target, any employee or independent contractor of Parent or the Parent Subsidiaries (including the Company) and then having contact with and/or employing such employee or independent contractor who responds to such general solicitation or who otherwise independently contacts Interest Holder.

5. Equitable Relief. Interest Holder agrees and acknowledges that the limitations as to time, geographical area and scope of activity to be restrained as set forth in Section 3 and Section 4 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of Parent and its Subsidiaries (including the Company), including the protection of the goodwill transferred in connection with the Merger Agreement, and that any breach of the covenants contained in Section 3 and Section 4 would cause irreparable injury to Parent and/or the Parent Subsidiaries (including the Company). Interest Holder also acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of Section 3 and Section 4, and that Parent and the Parent Subsidiaries (including the Company) shall be entitled to enforce the provisions of Section 3 and Section 4 by demanding specific performance and immediate injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of Section 3 and Section 4 but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Interest Holder, as applicable.

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6. Reasonableness and Opportunity to Consult With Counsel. The covenants contained in Section 3 and Section 4, are considered by the parties hereto to be (a) fair, reasonable and necessary for the protection of the legitimate business interests of Parent or its Subsidiaries (including the Company), including the protection of the goodwill transferred pursuant to the Merger Agreement, (b) not injurious to the public and (c) appropriate based on the nature of the Company s and Parent s business. Interest Holder has been represented by counsel throughout the negotiation of this Agreement and has had the opportunity to consult with counsel about every provision of this Agreement.

7. Waiver. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of any other party; (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered by any other party pursuant to this Agreement; or (c) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

8. Third Parties. Interest Holder shall make the terms and conditions of this Agreement known to any business, entity, or persons engaged in activities competitive with Parent s business (including the Company after the Closing) with which he becomes associated before his association with such business, entity, or persons. Parent shall have the right to make the terms of this Agreement known to third parties.

9. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect, provided, that the economic and legal substance of the Transactions is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible. In the event that the provisions of any of Section 3 or Section 4 of this Agreement relating to the geographic area of restriction, the length of restriction, or the scope of restriction shall be deemed to exceed the maximum area, length, or scope that a court of competent jurisdiction would deem enforceable, said area, length, or scope shall, for purposes of this Agreement, be deemed to be the maximum area, length of time, or scope that such court would deem valid and enforceable, and that such court has the authority under this Agreement to rewrite (or blue-pencil) the restriction(s) at-issue to achieve this intent.

10. Entire Agreement. This Agreement and the Merger Agreement, and the Employee Noncompetition and Nonsolicitation Agreement dated as of the date hereof, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

11. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in the city of Las Vegas, Nevada; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Nevada state court sitting in the city of Las Vegas, Nevada. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the city of Las Vegas, Nevada for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto;

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(b) consent to service of process at the address listed below; and (c) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

14. Assignment. This Agreement is personal and may not be assigned by Interest Holder. This Agreement may be assigned by Parent and shall inure to the benefit of and be enforced by, and be binding upon the successors and assigns of Parent. In addition, the covenants and acknowledgements of Interest Holder as set forth herein shall inure to the benefit of and be enforced by, any successors to Parent and shall survive the termination of this Agreement, regardless of cause, except if Parent ceases operation other than as a result of a change of control.

15. Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

[Signature page to follow]

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IN WITNESS WHEREOF, Parent and Interest Holder executed this Agreement as of the day and year first above written.

[INTEREST HOLDER]	DAVITA INC.
	By:
[Interest Holder s Name]	Name: Dennis L. Kogod
Address:	Title: Chief Operating Officer

[Signature Page to the Noncompetition and Nonsolicitation Agreement]

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Annex E-1

MEMBER REPRESENTATIVE AGREEMENT

THIS MEMBER REPRESENTATIVE AGREEMENT (this "Agreement"), dated as of May 20, 2012, is by and among Robert D. Mosher, as the member representative (the "Member Representative"), and the undersigned members of HealthCare Partners Holdings, LLC, a California limited liability company (the "Company"), listed on the signature page hereto (the "Members"). Except as otherwise specified in this Agreement, all capitalized terms used but otherwise not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, DaVita Inc., a Delaware corporation ("Parent"), Seismic Acquisition LLC, a California limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company are entering into an Agreement and Plan of Merger, dated as of May 20, 2012 (as it may be amended from time to time, the "Merger Agreement"), which provides for, among other things, the merger of Merger Sub with and into the Company (the "Merger") with the Company continuing as the surviving company of the Merger and the conversion of Class B Units in the Company into the right to receive the consideration set forth in the Merger Agreement;

WHEREAS, pursuant to Section 3.02, Section 3.05, Section 3.06, Section 3.07, Section 3.08, Section 6.15, Section 7.01, Section 7.02, Section 8.08, and ARTICLE X of the Merger Agreement, there are certain specified actions and responsibilities of the Member Representative to be taken and borne on behalf of the Members; and

WHEREAS, the Members hereby designate and appoint Robert D. Mosher as the Member Representative and authorize the Member Representative to perform all actions specified in and mandated by the Merger Agreement to be taken by the Member Representative.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Member Representative and the Members hereby covenant and agree as follows:

1. Appointment of Member Representative. The Members hereby designate Robert D. Mosher as the Member Representative and Mr. Mosher is hereby appointed to act as the Member Representative in accordance with the terms and conditions set forth herein and in the Merger Agreement, and the Member Representative hereby accepts such appointment.

2. Rights, Duties and Immunities of Member Representative.

(a) The Members authorize the Member Representative to act, and the Member Representative agrees to act, as the true and lawful agent and attorney in fact of the Members as the Member Representative for and on behalf of the Members, to give and receive notices and communications in connection with the Merger Agreement and related matters, including in connection with claims for indemnification under ARTICLE VIII of the Merger Agreement, to negotiate, defend, and enter into settlements, adjustments, and compromises of, and commence and prosecute litigation and comply with Governmental Orders with respect to, such claims, and to take all other actions, including the giving of instructions to the Escrow Agent, that are either (i) necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing or (ii) specifically authorized or mandated by Section 3.02, Section 3.05, Section 3.06, Section 3.07, Section 3.08, Section 6.15, Section 7.01, Section 7.02, Section 8.08, and ARTICLE X of the Merger Agreement.

(b) A decision, act, consent or instruction of the Member Representative, including a waiver of any inaccuracies in the representations and warranties of Parent or Merger Sub in the Merger Agreement pursuant to Section 10.08(b) thereof, shall constitute a decision of all the Members and shall be final, binding, and conclusive upon the Members.

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(c) The Member Representative shall be entitled to retain any Person the Member Representative deems necessary and appropriate to provide assistance, counsel or other advisory services in connection with the Member Representative s exercise of the duties set forth in the Merger Agreement and in this Agreement.

(d) The Member Representative shall have no duties or obligations, at law, in equity, by contract or otherwise, to act on behalf of any Member, except for those duties or obligations expressly set forth in the Merger Agreement and this Agreement.

(e) The Member Representative shall be entitled to act in his sole and absolute discretion and shall incur no liability whatsoever to the Members for any act done or omitted hereunder as the Member Representative, including errors in judgment, while acting in good faith or in reliance on the advice of representatives of the Majority Member (as defined below), counsel, accountants, or other advisors, consultants, or experts.

(f) The Member Representative shall not be required to expend or risk any of his own funds or otherwise incur any liability, financial or otherwise, in the performance of any of his duties hereunder and under the Merger Agreement.

(g) The Member Representative shall provide HealthCare Partners Medical Group, a California general partnership (the Majority Member), with a written statement setting forth all distributions and payments made from the MR Escrow Account (as defined below) (including reasonable detail as to the purpose and amount of each such distribution or payment and the recipient thereof) for each month in which the MR Escrow Account is active, no later than twenty (20) Business Days following the end of such month.

(h) The Member Representative shall provide all Members with a written report for each year in which the MR Escrow Account is active, no later than ninety (90) days following the end of such year, setting forth (i) the amount of distributions and payments made from the MR Escrow Account during such year by category (specifically identifying payments made to the Member Representative or the Member Representative s affiliated or related entities), (ii) the total amount of distributions and payments made from the MR Escrow Account during such year, (iii) the total earnings received on the funds in the MR Escrow Account during such year, and (iv) the funds remaining in the MR Escrow as of such year s end, and attaching a copy of any annual statement received by the Member Representative from the Escrow Agent with respect to the MR Escrow Account. Upon the request of a Member or holder of Company Options, the Member Representative shall, or shall request the Escrow Agent to, provide such Member or holder of Company Options with such information regarding the MR Escrow Account, and any transaction activity relating thereto, as such Member or holder of Company Options may reasonably request and at such Member s or holder of Company Options sole cost and expense.

(i) The Member Representative is a partner in a law firm, Nossaman LLP, that currently provides legal services to the Company and after the Closing may provide legal services to or on behalf of Parent and its Affiliates, including the Surviving Entity, and the Member Representative, who currently provides legal services to or on behalf of the Company, may after the Closing provide legal services to Parent and its Affiliates, including the Surviving Entity. The Members acknowledge and waive any conflict of interest that may result from the representation of Parent and its Affiliates by Nossaman LLP or Mr. Mosher at a time when Mr. Mosher concurrently serves as the Member Representative.

3. Establishment of Member Representative Escrow.

(a) In accordance with Section 3.07 of the Merger Agreement, a portion of the Closing Merger Consideration equal to the MR Escrow Amount shall constitute escrowed merger consideration (the MR Escrowed Merger Consideration). The MR Escrowed Merger Consideration shall be withheld from the Closing Merger Consideration otherwise deliverable to the Members and holders of Company Options on the Closing Date to fund, if necessary, the compensation of the Member Representative and the expenses incurred by the Member Representative acting in such capacity and any fees, costs or expenses set forth in Section 3.05(c),

Section 3.06(b)(ii), Section 3.07, Section 3.08, Section 6.15(f), and Section 8.08 of the Merger Agreement. The MR Escrowed Merger Consideration shall consist entirely of cash. On the Closing Date, the MR Escrowed Merger Consideration shall be deposited by Parent with the Escrow Agent in an escrow account (the MR Escrow Account) established in accordance with the escrow agreement by and between the Member Representative and the Escrow Agent, consistent with the terms set forth in the Merger Agreement and other customary terms and conditions for similar agreements (the MR Escrow Agreement). The Members understand and agree that the contingent rights to receive any funds from the MR Escrow Account are not transferable, except pursuant to a reorganization, liquidation, or other similar transfer of the assets of the relevant party to its equityholders or a successor entity or by operation of Laws relating to descent and distribution, divorce, and community property, and, in the event of any such transfer by a Member or a holder of Company Options, the Member Representative shall be notified as promptly as reasonably practicable.

(b) Any and all costs and expenses of the Member Representative, including any costs and expenses of any Person retained by the Member Representative to provide assistance, counsel or other advisory services, incurred in performing his obligations under this Agreement shall be paid or recovered from funds in the MR Escrow Account.

4. Compensation of Member Representative. The Member Representative shall be compensated for his service as such based upon the amount of time devoted to such services at the normal hourly rate of the Member Representative as determined by Nossaman LLP. If the Member Representative is not a lawyer at Nossaman LLP, the Member Representative shall be compensated at a rate and on a basis established by the Majority Member. The Member Representative shall be paid such compensation from the funds in the MR Escrow Account, and if there are no remaining funds in the MR Escrow Account, the Member Representative may recover his compensation in the same way expenses may be recovered pursuant to the penultimate sentence of Section 6 below. The obligations contained in this Section 4 shall survive the termination of this Agreement and the resignation or removal of the Member Representative.

5. Resignation or Removal of Member Representative.

(a) The Member Representative may resign and be discharged from his duties hereunder at any time by giving written notice thirty (30) days prior to such resignation to the Majority Member.

(b) The Member Representative shall be subject to removal at any time by the Majority Member (or its designated successor).

(c) If the Member Representative shall die, be removed, become disabled or resign, or the Member Representative is otherwise unable to fulfill his responsibilities hereunder, the Majority Member shall appoint a successor Member Representative as soon as reasonably practicable after such death, removal, disability, resignation, or inability, and immediately thereafter notify Parent of the identity of such successor. Any such successor shall succeed the former Member Representative as the Member Representative under this Agreement and the Merger Agreement.

6. Exoneration and Indemnification of Member Representative. The Members shall exonerate and make no claim against the Member Representative for acting as their Member Representative, other than with respect to any act or failure to act which represents fraud, willful misconduct, or gross negligence on the part of the Member Representative. The Members shall indemnify the Member Representative and hold the Member Representative harmless against any liability incurred without fraud, willful misconduct, or gross negligence on the part of the Member Representative and arising out of or in connection with the acceptance or administration of the Member Representative s duties hereunder, including the reasonable fees and expenses of any legal counsel retained by the Member Representative. The Member Representative shall have the right to recover such expenses directly from the MR Escrow Account; provided, however, following the time that the MR Escrow Account has been fully exhausted, the Member Representative may recover 80% of such expenses from the Majority Member and 20% of such expenses from Bay Shores Investment LLC, with such Members being entitled to recover the

payment of such expenses in excess of their pro rata share from the other Members that have executed this Agreement (the Signing Members) pro rata based on the proportion of Company Common Units held by each Signing Member as of immediately prior to the Closing relative to all Company Common Units held by all Signing Members as of immediately prior to the Closing. The Majority Member, Bay Shores Investment LLC, and each Signing Member shall promptly make the payments required of them hereunder and shall pay all costs and expenses (including reasonable attorneys fees) incurred in any Action initiated to collect any such payments that have not been made. This indemnification obligation shall survive the termination of this Agreement and the resignation or removal of the Member Representative.

7. Termination. This Agreement shall terminate concurrently with the termination of the MR Escrow Agreement.

8. Miscellaneous.

(a) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect; provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

(b) Assignment. This Agreement may not be assigned by operation of Law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of the parties hereto), as the case may be, and any attempted assignment without such consent shall be null and void; provided, however, that a Member shall have the right to assign this Agreement to its successors, permitted assigns, heirs, executors, and administrators.

(c) Amendments; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. Any party to this Agreement may (i) extend the time for the performance of any of the obligations or other acts of any other party or (ii) waive compliance with any of the agreements of any other party or conditions to such obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the parties to be bound thereby. Notwithstanding the foregoing, no failure or delay by any party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any other right hereunder. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

(d) Specific Performance; Injunctive Relief. Each of the parties hereto acknowledges that a breach or threatened breach by any party of any of their obligations under this Agreement and the Merger Agreement would give rise to irreparable harm to the other parties to this Agreement (in each instance, a Non-Breaching Party) for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by a party of any such obligations, any Non-Breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security).

(e) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) upon confirmation of receipt after transmittal by email (to such address specified below or another address as such Person may subsequently specify by proper notice under this Agreement), with a confirmatory copy to be sent by overnight courier, and (iii) on the next Business Day when sent by national overnight courier, in each case to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8(e)):

(A) if to the Member Representative:

Nossaman LLP

777 South Figueroa Street, 34th Floor

Los Angeles, California 90017

Attention: Robert D. Mosher

E-mail: rmosher@nossaman.com

(B) if to a Member, at the address set forth under such Member s signature block on the signature page hereto.

(f) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Governing Law; Submission to Jurisdiction.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. All Actions commenced arising out of or relating to this Agreement shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto after the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 8(e) hereof; and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement may not be enforced in or by any of the above-named courts.

(h) Entire Agreement. This Agreement and the Transaction Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof.

(i) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(j) Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(k) Joinders. Any Member that does not execute this Agreement on the date hereof may execute a joinder to this Agreement and such joinder shall bind such Member to the terms and conditions set forth herein as of the date hereof, provided that this Agreement has been executed by the Majority Member and Bay Shores Investment LLC.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

MEMBER REPRESENTATIVE

By: /s/ Robert D. Mosher
Robert D. Mosher

MEMBER

HEALTHCARE PARTNERS MEDICAL GROUP

By: /s/ Robert J. Margolis
Name: Robert J. Margolis, M.D.

Title: Managing Partner

Address:

Email:

MEMBER

BAY SHORES INVESTMENT LLC

By: /s/ Thomas Paulsen
Name: Thomas Paulsen, M.D.

Title: Managing Member

Address: 19191 South Vermont Suite 200
Torrance, CA 90502

Email: tpaulsen@healthcarepartners.com

[Signature Page to Member Representative Agreement]

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Annex E-2

AMENDMENT TO MEMBER REPRESENTATIVE AGREEMENT

This Amendment, dated as of July 6, 2012 (this "Amendment"), to the MEMBER REPRESENTATIVE AGREEMENT is by and among Robert D. Mosher, as the member representative (the "Member Representative"), and the undersigned members of HealthCare Partners Holdings, LLC, a California limited liability company (the "Company"), listed on the signature page hereto (the "Members"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Member Representative Agreement.

RECITALS

WHEREAS, the Member Representative and the Members are each parties to that certain Member Representative Agreement, dated as of May 20, 2012 (the "Member Representative Agreement");

WHEREAS, the Member Representative and the Members desire to amend the Member Representative Agreement in the manner set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member Representative and the Members agree as follows:

AGREEMENTS

1. Amendment. Section 4 of the Member Representative Agreement is hereby amended and restated in its entirety to read as follows:

The Member Representative shall be compensated for his service as such based upon the amount of time devoted to such services at the normal hourly rate of the Member Representative as determined by Nossaman LLP. If the Member Representative is not a lawyer at Nossaman LLP, the Member Representative shall be compensated at a rate and on a basis established by the Majority Member. The Member Representative shall be paid such compensation from the funds in the MR Escrow Account, and if there are no remaining funds in the MR Escrow Account, the Member Representative may recover his compensation in the same way expenses may be recovered pursuant to the third and fourth sentences of Section 6 below. The obligations contained in this Section 4 shall survive the termination of this Agreement and the resignation or removal of the Member Representative.

2. Governing Law; Submission to Jurisdiction. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California. All Actions commenced arising out of or relating to this Amendment shall be heard and determined exclusively in any federal court sitting in Los Angeles, California; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any California state court sitting in Los Angeles, California. Consistent with the preceding sentence, the parties hereto hereby (A) submit to the exclusive jurisdiction of any federal or state court sitting in Los Angeles, California for the purpose of any Action arising out of or relating to this Amendment brought by any party hereto after the Closing; (B) consent to service of process in accordance with the procedure set forth in Section 8(e) of the Member Representative Agreement; and (C) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or

that this Amendment may not be enforced in or by any of the above-named courts. Severability. If any term or other provision of this Amendment is invalid, illegal, or incapable of being enforced under any Law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect; provided, that the economic and legal substance of the actions set forth herein is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

4. Counterparts. This Amendment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in pdf form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

5. No Other Amendment and Agreements. Except to the extent expressly amended by this Amendment, all terms of the Member Representative Agreement shall remain in full force and effect without further amendment, change or modification.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the day and year first written above.

MEMBER REPRESENTATIVE

By: /s/ Robert D. Mosher
Robert D. Mosher

MEMBER

HEALTHCARE PARTNERS MEDICAL GROUP

By: /s/ Robert J. Margolis, M.D.
Name: Robert J. Margolis, M.D.

Title: Managing Partner

Address:

E-mail:

MEMBER

BAY SHORES INVESTMENT LLC

By: /s/ Thomas Paulsen, M.D.
Name: Thomas Paulsen, M.D.

Title: Managing Member

Address:

E-mail:

[Signature Page to Amendment to Member Representative Agreement]

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Annex F

PROVISIONS OF THE CALIFORNIA CORPORATION CODE RELATING TO HCP MEMBER DISSENTERS RIGHTS

Section 17001. Definitions.

Unless the context otherwise indicates, the following definitions govern the construction of this title:

(t) Limited liability company or domestic limited liability company means an entity having one or more members that is organized under this title and is subject to the provisions of Section 17101.

(u) Mail unless otherwise provided in the operating agreement, means first-class mail, postage prepaid, unless registered mail is specified. Registered mail includes certified mail.

(x) Member means a person who:

(1) Has been admitted to a limited liability company as a member in accordance with the articles of organization or operating agreement, or an assignee of an interest in a limited liability company who has become a member pursuant to Section 17303.

(2) Has not resigned, withdrawn, or been expelled as a member or, if other than an individual, been dissolved.

(z) Membership interest means a member s rights in the limited liability company, collectively, including the member s economic interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the limited liability company provided by this title.

(ab) Operating agreement means any agreement, written or oral, between all of the members as to the affairs of a limited liability company and the conduct of its business in any manner not inconsistent with law or the articles of organization, including all amendments thereto, or, in the case of a foreign limited liability company, all documents that serve a like function under the laws of the jurisdiction in which the foreign limited liability company is organized. The term operating agreement may include, without more, an agreement between all the members to organize a limited liability company pursuant to the provisions of this title.

(aq) Vote includes authorization by written consent.

(at) Written or in writing includes facsimile, telegraphic, and other electronic communication as authorized by this code.

§ 17551. Agreement of merger; approval; parties; contents; cancellation of classes; distribution of property; nonredeemable interests; amendment; abandonment; effect on amendment or adoption of operating agreement.

(a) Each limited liability company and other business entity that desires to merge shall approve an agreement of merger. The agreement of merger shall be approved by the vote of a majority in interest of the members of each constituent limited liability company, or such greater percentage of the voting interests of members as may be specified in the articles of organization or written operating agreement of that constituent limited liability company. Notwithstanding the previous sentence, if the members of any constituent limited liability company become personally liable for any obligations of a constituent limited liability company or constituent other business entity as a result of the Merger, the principal terms of the agreement of merger shall be approved by all of the members of the constituent limited liability company, unless the agreement of merger provides that all members will have the dissenters rights provided in Chapter 13 (commencing with Section 17600). The agreement of merger shall be approved on behalf of each constituent other business entity by those persons required to approve the Merger by the laws under which it is organized. Other persons, including a parent of a constituent limited liability company, may be parties to the agreement of merger.

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Section 17600. Reorganization; control.

(a) For purposes of this chapter, reorganization refers to any of the following:
(1) A conversion pursuant to Chapter 11.5 (commencing with Section 17540.1).

(2) A merger pursuant to Chapter 12 (commencing with Section 17550).

(3) The acquisition by one limited liability company in exchange, in whole or in part, for its membership interests (or the membership interests or equity securities of a limited liability company or other business entity that is in control of the acquiring limited liability company), of membership interests or equity securities of another limited liability company or other business entity if, immediately after the acquisition, the acquiring limited liability company has control of the other limited liability company or other business entity.

(4) The acquisition by one limited liability company in exchange in whole or in part for its membership interests (or the membership interests or equity securities of a limited liability company or other business entity that is in control of the acquiring limited liability company) or for its debt securities (or debt securities of a limited liability company or other business entity that is in control of the acquiring limited liability company) that are not adequately secured and that have a maturity date in excess of five years after the consummation of the acquisition, or both, of all or substantially all of the assets of another limited liability company or other business entity.

(b) For purposes of this chapter, control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a limited liability company or other business entity.

Section 17601. Purchase of outstanding membership interests; fair market value; dissenting interests; dissenting members.

(a) If the approval of outstanding membership interests is required for a limited liability company to participate in a reorganization, pursuant to the operating agreement of the limited liability company, or otherwise, then each member of the limited liability company holding those membership interests may, by complying with this chapter, require the limited liability company to purchase for cash, at its fair market value, the interest owned by the member in the limited liability company, if the interest is a dissenting interest as defined in subdivision (b). The fair market value shall be determined as of the day before the first announcement of the terms of the proposed reorganization, excluding any appreciation or depreciation in consequence of the proposed reorganization unless exclusion would be inequitable.

(b) As used in this chapter, dissenting interest means a membership interest that satisfies all of the following conditions:

(1) The membership interest was outstanding on the date for the determination of members entitled to vote on the reorganization.

(2)(A) The membership interest was not voted in favor of the reorganization, or (B) the membership interest was voted against the reorganization; provided, however, that subparagraph (A) rather than subparagraph (B) of this paragraph applies in any event where the approval for the proposed reorganization is sought by written consent rather than at a meeting.

(3) That the member has demanded that the limited liability company purchase at its fair market value in accordance with Section 17602.

(4) That the member submits for endorsement, if applicable, in accordance with Section 17603.

(c) As used in this chapter, dissenting member means the record holder of a dissenting interest, and includes an assignee of record of that interest.

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Section 17602. Notice of approval of reorganization by outstanding interests; mailing; contents; written demand for purchase of interest and payment.

(a) If members have a right under Section 17601, subject to compliance with paragraphs (4) and (5) of subdivision (b) thereof, to require the limited liability company to purchase their membership interests for cash, that limited liability company shall mail to each member a notice of the approval of the reorganization by the requisite vote or consent of the members. This notice shall be mailed within 10 days after the date of the approval, accompanied by a copy of this section and Sections 17601, 17603, 17604, and 17605, a statement of the price determined by the limited liability company to represent the fair market value of its outstanding interests, a statement of the method of valuation employed, the latest available balance sheet of the limited liability company, the latest available income statement of the limited liability company, and a brief description of the procedure to be followed if the member desires to exercise the member s rights under those sections. The statement of price constitutes an offer by the limited liability company to purchase at the price stated any dissenting interests as defined in subdivision (b) of Section 17601, unless they lose their status as dissenting interests under Section 17610.

(b) Any member who has a right to require the limited liability company to purchase the member s interest for cash under Section 17601, subject to compliance with paragraphs (4) and (5) of subdivision (b) thereof, and who desires the limited liability company to purchase that interest, shall make written demand upon the limited liability company for the purchase of the interest and the payment to the member in cash of its fair market value. The demand is not effective for any purpose unless it is received by the limited liability company or any transfer agent thereof within 30 days after the date on which notice of the approval of the reorganization by the requisite vote or consent of the members is mailed by the limited liability company to the members.

(c) The demand shall state the number or amount of the dissenting member s interest in the limited liability company and shall contain a statement of what that member claims to be the fair market value of that interest on the day before the announcement of the proposed reorganization. The statement of fair market value constitutes an offer by the dissenting member to sell the interest at that price.

Section 17603. Dissenting members; submission of certificate evidencing interest or written notice of the number or amount of interest demanded to be purchased.

Within 30 days after the date on which notice of the approval of the outstanding interests of the limited liability company is mailed to the dissenting member pursuant to subdivision (a) of Section 17602, the member shall submit to the limited liability company at its principal office or at the office of any transfer agent thereof, the following:

(a) If the interest is evidenced by a certificate, the dissenting member s certificate representing the interest that the member demands that the limited liability company purchase, to be stamped or endorsed with a statement that the interest is a dissenting interest, or to be exchanged for certificates of appropriate denominations so stamped or endorsed.

(b) If the interest is not evidenced by a certificate, written notice of the number or amount of interest that the dissenting member demands that the limited liability company purchase. Upon subsequent transfers of the dissenting interest on the books of the limited liability company, the new certificates or other written statement issued therefor shall bear a like statement, together with the name of the original holder of the dissenting interest.

Section 17604. Agreement that member s interest is dissenting and the price to be paid for the interest; form of agreement; time of payment.

(a) If the limited liability company and the dissenting member agree that the member s interest is a dissenting interest and agree upon the price to be paid for the dissenting interest, the dissenting member is entitled to the agreed price with interest thereon at the legal rate on judgments from the date of consummation of

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the reorganization. All agreements fixing the fair market value of any dissenting member s interest as between the limited liability company and the member shall be in writing and filed in the records of the limited liability company.

(b) Subject to the provisions of Section 17607, payment of the fair market value for a dissenting interest shall be made within 30 days after the amount thereof has been agreed upon or within 30 days after any statutory or contractual conditions to the reorganization are satisfied, whichever is later. In the case of dissenting interests evidenced by certificates of interest, payment shall be subject to surrender of the certificates of interest, unless provided otherwise by agreement.

Section 17605. Denial that membership interest is dissenting and failure to agree on price; complaint; filing; joinder of parties; trial.

(a) If the limited liability company denies that a membership interest is a dissenting interest, or the limited liability company and a dissenting member fail to agree upon the fair market value of a dissenting interest, then the member or any interested limited liability company, within six months after the date on which notice of the approval of the reorganization by the requisite vote or consent of the members was mailed to the member, but not thereafter, may file a complaint in the superior court of the proper county to determine whether the interest is a dissenting interest, or the fair market value of the dissenting interest, or both, or to intervene in any action pending on such a complaint.

(b) Two or more dissenting members may join as plaintiffs or be joined as defendants in any action and two or more actions may be consolidated.

(c) On the trial of the action, the court shall determine the issues. If the status of the membership interest as a dissenting interest is an issue, the court shall first determine that issue. If the fair market value of the dissenting interest is an issue, the court shall determine, or shall appoint one or more impartial appraisers to determine, the fair market value of the dissenting interest. (Added by Stats.1994, c. 1200 (S.B.469), § 27, eff. Sept. 30, 1994. Amended by Stats.1996, c. 57 (S.B.141), § 4, eff. June 6, 1996; Stats.1999, c. 250 (A.B.197), § 14; Stats.1999, c. 437 (A.B.198), § 32.5; Stats.1999, c. 490 (A.B.831), § 1; Stats.2004, c. 254 (S.B.1306), § 46; Stats.2006, c. 495 (A.B.339), § 27.)

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

DaVita is a Delaware corporation. Section 145 of the DGCL provides that a Delaware corporation may indemnify any person against expenses, judgments, fines and settlements actually and reasonably incurred by any such person in connection with a threatened, pending or completed action, suit or proceeding in which such person is involved by reason of the fact that he or she is or was a director, officer, employee or agent of such corporation, provided that (i) such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. If the action or suit is by or in the name of the corporation, the corporation may indemnify any such person against expenses actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which the action or suit is brought determines upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Delaware Court of Chancery or such other court deems proper.

Article IX, Section 1 of DaVita s Bylaws provides for indemnification of persons to the fullest extent permitted by the Delaware General Corporation Law.

In accordance with the Delaware General Corporation Law, DaVita s Certificate of Incorporation, as amended, limits the personal liability of its directors for violations of their fiduciary duty. The Certificate of Incorporation eliminates each director s liability to DaVita or its stockholders for monetary damages except (i) for any breach of the director s duty of loyalty to DaVita or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions, or (iv) for any transaction from which a director derived an improper personal benefit. The effect of this provision is to eliminate the personal liability of directors for monetary damages for actions involving a breach of their fiduciary duty of care, including any such actions involving gross negligence. This provision will not, however, limit in any way the liability of directors for violations of the federal securities laws.

From time to time, DaVita has entered into and may enter into employment agreements or indemnification agreements pursuant to which DaVita agrees to indemnify some of its directors and officers to the fullest extent authorized by applicable law.

The directors and officers of DaVita and its subsidiaries are insured under certain insurance policies against claims made during the period of the policies against liabilities arising out of claims for certain acts in their capacities as directors and officers of DaVita and its subsidiaries.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits.
See the Exhibit Index.

(b) Financial Statement Schedules.
None.

(c) Reports, Opinions and Appraisals.
None.

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Item 22. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement (notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement); and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act, each filing of the Registrant s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the registrant undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(6) That every prospectus (i) that is filed pursuant to paragraph (5) above, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to this registration statement and will not be used until such amendment is effective, and that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of

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appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(8) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(9) To supply, by means of a post-effective amendment, all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned thereunto duly authorized, in the City of Denver, State of Colorado, on August 29, 2012.

DAVITA INC.

By: /s/ Kim M. Rivera
Kim M. Rivera
Chief Legal Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* Kent J. Thiry	Chairman and Chief Executive Officer (Principal Executive Officer)	August 29, 2012
* James K. Hilger	Interim Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	August 29, 2012
* Pamela M. Arway	Director	August 29, 2012
* Charles G. Berg	Director	August 29, 2012
* Carol A. Davidson	Director	August 29, 2012
* Paul J. Diaz	Director	August 29, 2012
* Peter T. Grauer	Director	August 29, 2012

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* John M. Nehra	Director	August 29, 2012
* William L. Roper	Director	August 29, 2012
* Roger J. Valine	Director	August 29, 2012

*By: /s/ Kim M. Rivera
Kim M. Rivera

Attorney-in-fact

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EXHIBIT INDEX

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger, dated May 20, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and Robert D. Mosher, as the member representative (included as Annex A to the prospectus forming a part of this Registration Statement and incorporated herein by reference) (1)
2.2	Amendment to Agreement and Plan of Merger, dated July 6, 2012, by and among DaVita Inc., Seismic Acquisition LLC, HealthCare Partners Holdings, LLC, and Robert D. Mosher, as the Member Representative (2)
3.1	Amended and Restated Certificate of Incorporation of Total Renal Care Holdings, Inc., or TRCH, dated December 4, 1995 (3)
3.2	Certificate of Amendment of Certificate of Incorporation of TRCH, dated February 26, 1998 (4)
3.3	Certificate of Amendment of Certificate of Incorporation of DaVita Inc. (formerly Total Renal Care Holdings, Inc.), dated October 5, 2000 (5)
3.4	Certificate of Amendment of Amended and Restated Certificate of Incorporation of DaVita Inc., as amended dated May 30, 2007 (6)
3.5	Amended and Restated Bylaws for DaVita Inc. dated as of March 10, 2011 (7)
5.1	Opinion of Kim M. Rivera, Chief Legal Officer of DaVita Inc.
10.1	Amended and Restated Employment Agreement to be entered into by and among Dr. Robert Margolis, DaVita Inc. and HealthCare Partners Holdings, LLC*
12.1	Statement re: Computation of Ratios
21.1	List of Subsidiaries of DaVita Inc. (8)
23.1	Consent of KPMG LLP
23.2	Consent of Ernst & Young LLP
23.3	Consent of Kim M. Rivera, Chief Legal Officer of DaVita Inc. (contained in Exhibit 5.1)
24.1	Power of Attorney (previously filed)
99.1	Consent of Prospective Director

* To be filed by amendment.

(1) Filed on May 20, 2012 as an exhibit to DaVita s Current Report on Form 8-K.

(2) Filed on July 9, 2012 as an exhibit to DaVita s Current Report on Form 8-K.

(3) Filed on March 18, 1996 as an exhibit to DaVita s Transitional Report on Form 10-K for the transition period from June 1, 1995 to December 31, 1995.

(4) Filed on March 31, 1998 as an exhibit to DaVita s Annual Report on Form 10-K for the year ended December 31, 1997.

(5) Filed on March 20, 2001 as an exhibit to DaVita s Annual Report on Form 10-K for the year ended December 31, 2000.

(6) Filed on August 6, 2007 as an exhibit to DaVita s Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.

(7) Filed on March 17, 2011 as an exhibit to DaVita s Current Report on Form 8-K/A.

(8) Filed on February 24, 2012 as an exhibit to DaVita s Annual Report on Form 10-K for the year ended December 31, 2011.