



State of Rhode Island
Department of State - Business Services Division

RECD RIDGESS
23 SEP 19 13:45:15

Fictitious Business Name Statement

DOMESTIC or FOREIGN Business Corporation

→ Filing Fee: \$50.00

Pursuant to the provisions of RIGL 7-1.2-402, the undersigned business corporation hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. Entity ID Number: 001792432		2. The name of the Corporation is: Astrana Care Partners of Rhode Island, Inc.	
3. The fictitious business name to be used is: Prospect Health Services RI, Inc.			
4. The corporation is organized under the laws of: Rhode Island		5. The date of incorporation is: 06/27/2025	
6. The address of its registered office within Rhode Island is: Street Address 222 Jefferson Blvd. Ste. 200			
City Warwick		State RHODE ISLAND	Zip 02888
7. The business in which it is engaged: MEDICINE TITLE: 7-1.2-1701			
8. Applicant is otherwise authorized to do business in the state of Rhode Island.			
9. Under penalty of perjury, I declare and affirm that I have examined this Fictitious Business Name Statement and that the information contained herein is true and correct.			
Name of Authorized Officer of the Corporation Martin J. Kerzer			Date 9-16-25
Signature of Authorized Officer of the Corporation 			

MAIL TO:

Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

FILED

SEP 19 2025

BY wcp44





Prospect Health Services RI, Inc.

REC'D R:005 BSD
25 SEP 19 A*8:45:21

September 16, 2025

State of Rhode Island Department of State
Division of Business Services
148 W. River Street
Providence, RI 02904

RE: Certification of Acquisition of Assets

Dear Sir/Madam:

This letter shall certify that Astrana Care Partners of Rhode Island, Inc. ("Buyer") acquired, pursuant to the Asset and Equity Purchase Agreement dated November 8, 2024 and Bill of Sale, Assignment and Assumption Agreement dated July 1, 2025, the assets of Prospect Health Services RI, Inc. ("Seller"), including its name, which transaction closed on July 1, 2025. Pursuant to the Asset and Equity Purchase Agreement, Buyer acquired all of the assets of Seller including, without limitation, Seller's Intellectual Property, including Seller's trademarks, service marks, and trade names. The name Prospect Health Services RI, Inc. was an included asset within the Transaction and Seller has released the name to the Buyer.

Sincerely,

Prospect Health Services RI, Inc.

By: 

Von Crockett
CEO

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into as of July 1, 2025 (the "Effective Date"), by and among the entities identified as the "Prospect Asset Sellers" on the signature pages hereto (collectively, the "Prospect Asset Sellers", and each individually, a "Prospect Asset Seller"), and Metropolitan IPA, AMG, a Professional Medical Corporation, ApolloCare Partners of Texas 2, AstranaCare Partners of Arizona, LLC, Astrana Health Management, Inc., Astrana Care RX, LLC, Astrana Care Partners of Rhode Island, Inc., Accountable Care Coalition of Northeast Partners, LLC, Astrana Health Enablement of Rhode Island, Inc., (collectively, "Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset and Equity Purchase Agreement, dated November 8, 2024 (the "Purchase Agreement"), by and among the Prospect Asset Sellers and the other Sellers (as defined in the Purchase Agreement), the Seller Representative (as defined in the Purchase Agreement), Buyer and the Buyer Guarantor (as defined in the Purchase Agreement).

RECITALS

A. Pursuant to the Purchase Agreement, the Prospect Asset Sellers have agreed to sell, assign, transfer, convey and deliver the Purchased Assets to Buyer and Buyer has agreed to purchase the Purchased Assets, on the terms and conditions more particularly set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Prospect Asset Sellers have agreed to assign, transfer, and convey the Assumed Liabilities to Buyer and Buyer has agreed to assume the Assumed Liabilities, on the terms and conditions more particularly set forth in the Purchase Agreement.

C. The parties hereto are entering into this Bill of Sale to satisfy a condition to the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and other agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Prospect Asset Sellers and Buyer hereby agree as follows:

1. Sale and Purchase. By execution hereof, effective as of the Effective Time, each Prospect Asset Seller hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns forever, good and marketable title to the Purchased Assets (other than the Joint Venture Equity), free and clear of all Liens, other than Permitted Liens (the "Transferred Assets"), to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its own use and benefit forever, and Buyer hereby accepts such assignment. By execution hereof, Buyer hereby assumes, effective as of the Effective Time, the Assumed Liabilities and agrees to pay, perform, discharge or otherwise satisfy all of the Assumed Liabilities. For the avoidance of doubt, (i) the Transferred Assets shall not include, and Buyer shall not purchase, acquire or otherwise obtain, any right, title or interest in, to or under any Excluded Assets or Excluded Liabilities and (ii) Prospect Asset Sellers shall retain the Excluded Assets and the Excluded Liabilities. For the avoidance of doubt, the Transferred Assets include the contracts set forth on Exhibit A (List of Potentially Assigned Agreements) of the Notice of (i) Potential Assumption And Assignment of Executory Contracts and Unexpired Leases and (ii) Cure Amounts of Prospect Medical Holdings, Inc., et al, Chapter 11 bankruptcy, Case No. 25-80002 (SGJ), except for those contracts identified by Buyer in Exhibit A as being contracts that will be excluded.

2. Additional Conveyance Instruments. Notwithstanding the foregoing, this Bill of Sale is not

applicable to the Prospect Asset Sellers' sale, assignment, conveyance, transfer or delivery of the Joint Venture Equity, which are to be sold, conveyed, transferred or delivered to Buyer at the Closing pursuant to such other instruments of assignment other than this Bill of Sale.

3. Further Assurances. Each Prospect Asset Seller covenants that it will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all transfers, assignments and conveyances, evidences of title, notices and assurances reasonably necessary or appropriate to transfer fully to Buyer and its respective successors or permitted assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges relating to the Transferred Assets intended to be conveyed to Buyer pursuant to the transactions contemplated by the Purchase Agreement.

4. Miscellaneous. Article 11 (Miscellaneous) of the Purchase Agreement is incorporated as if set forth fully herein, *mutatis mutandis*.

5. Conflicts Between Agreements; Modification. This Bill of Sale is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, modify or expand any rights and obligations under the Purchase Agreement, including any of the representations, warranties, covenants, exclusions, indemnities, conditions or limitations set forth therein. In case of any ambiguity or contradiction between the provisions of this Bill of Sale and the provisions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. Neither this Bill of Sale nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing signed by the Prospect Asset Sellers and Buyer.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale or caused this Bill of Sale to be executed by their duly authorized representatives as of the date first above written.


PROSPECT ASSET SELLERS:

PHP HOLDINGS, LLC

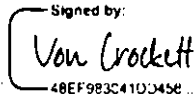
By: Prospect Healthcare Facilities Management, LLC
Title: Manager

By:  Signed by:
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

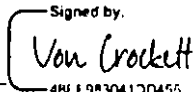
PROSPECT PROVIDER GROUP RI, LLC

By:  Signed by:
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

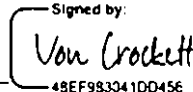
PROSPECT INTERMEDIATE HOLDINGS, LLC

By:  Signed by:
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT MEDICAL SYSTEMS, LLC

By:  Signed by:
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT PROVIDER GROUP TX, INC.

By:  Signed by:
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT HEALTH SERVICES TX, INC.

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT MEDICAL GROUP AZ, LLC

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

RIGHTRX

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT PHYSICIAN HOLDINGS, INC.

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

PROSPECT INTERMEDIATE PHYSICIAN HOLDINGS, INC.

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

NEW GENESIS MEDICAL ASSOCIATES, INC.

Signed by:
By: Von Crockett
48EF983041DD456
Name: Von Crockett
Title: Senior Vice President

**PRIMARY AND MULTI-SPECIALTY CLINICS
OF ANAHEIM, INC.**

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

**PROSPECT HEALTH SOURCE MEDICAL
GROUP, INC.**

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

**GENESIS HEALTHCARE OF SOUTHERN
CALIFORNIA, INC.**

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

PROSPECT MEDICAL GROUP, INC.

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

NUESTRA FAMILIA MEDICAL GROUP, INC.

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

STARCARE MEDICAL GROUP, INC.

Signed by:
By: Von Crockett
Name: Von Crockett
Title: Senior Vice President

**PROSPECT PROFESSIONAL CARE MEDICAL
GROUP, INC.**

By: _____
Name: Von Crockett
Title: Senior Vice President

Signed by:
Von Crockett
45F-F983C41D03456

PROSPECT NWOC MEDICAL GROUP, INC.

By: _____
Name: Von Crockett
Title: Senior Vice President

Signed by:
Von Crockett
45F-F983C41D03456

**UPLAND MEDICAL GROUP, INC., A
PROFESSIONAL MEDICAL CORPORATION**

By: _____
Name: Von Crockett
Title: Senior Vice President

Signed by:
Von Crockett
45F-F983C41D03456

POMONA VALLEY MEDICAL GROUP, INC.

By: _____
Name: Von Crockett
Title: Senior Vice President

Signed by:
Von Crockett
45F-F983C41D03456

IN WITNESS WHEREOF, the parties have executed this Bill of Sale or caused this Bill of Sale to be executed by their duly authorized representatives as of the date first above written.

BUYER:

Astrana Health Management, Inc.

By: Thomas Lam, M.D.
Name: Thomas Lam, M.D.
Title: Chief Executive Officer

Metropolitan IPA

By: Thomas Lam, M.D.
Name: Thomas Lam, M.D.
Title: President

Astrana Care RX, LLC

By: Brandon Sim
Name: Brandon Sim
Title: Chief Executive Officer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

AstranaCare Partners of Arizona, LLC

By: Astrana Health, Inc., its Manager

By: Chaudan Basho
Name: Chandan Basho
Title: Chief Financial Officer

ApolloCare Partners of Texas 2, a Texas non-profit corporation

By: Carlos J Palacios, M.D.
Name: Carlos Palacios, M.D.
Title: President

AMG, a Professional Medical Corporation

By: Thomas Lam, M.D.
Name: Thomas Lam, M.D.
Title: Chief Executive Officer

Astrana Health Enablement of Rhode Island, Inc.

By: Brandon Sim
Name: Brandon Sim
Title: Chief Executive Officer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

Exhibit A

List of Potentially Assigned Agreements

Item #	Case Amount
1	50
2	50
3	50
4	50
5	50
6	50
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