



June 30, 2025

Board of Directors
Dava Fannin Hospital, LLC and Subsidiaries
1801 West End Avenue, Suite 820
Nashville, Tennessee 37203

Attn: Shannon Hughes, Chief Financial Officer

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the consolidated financial statements of Dava Fannin Hospital, LLC and Subsidiaries (the Entity), which comprise the consolidated statement of financial position as December 31, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the of eighteen months then ended then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including inquiry of your previous service providers. We will notify you promptly if we become aware of anything during our acceptance procedures that results in our not being able to continue this engagement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user, based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Entity complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers, or others.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the Board of Directors of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Entity's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Entity's books and records. The Entity will determine that all such data, if necessary, will be so reflected. Accordingly, the Entity will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Entity personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Shannon Huges, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting and Tax Services

In connection with our audit, at your request, we may perform the following accounting services:

1. Maintaining book and tax depreciation schedules
2. Assisting with the adoption of a new accounting standard
3. Drafting the financial statements
4. Other services as agreed

Shannon Huges, Chief Financial Officer, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Our services under this engagement letter do not include services for tax return preparation, tax advice, or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence, and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions shall not be used as the basis for proceeding with any transaction or any tax return reporting.

Separate arrangements, including fee arrangements, are required for tax preparation, tax advice, or tax representation services.

Fees and Costs

We expect to issue our report by **March 31, 2026**. Don Slaughter is the engagement partner and is responsible for signing the report or authorizing another individual to sign it.

Our fees for the services described are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimates and completion of our work are based upon the following criteria:

1. Signed engagement letter received by July 7, 2025, and initial client assistance requests received according to schedule
2. Anticipated cooperation from Entity personnel
3. Timely responses to our inquiries
4. Timely completion and delivery of client assistance requests
5. Timely communication of all significant accounting and financial reporting matters
6. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase and/or the date of report issuance may be delayed. To mitigate increased fees or delayed report issuance, we will timely communicate with management if any of these criteria are not being met. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Estimated fees consist of accounting assistance (variable) and audit and financial statement preparation services (not to exceed), as follows:

Accounting assistance, if required during the engagement, will be billed at our standard hourly rates, which range from \$180 to \$375 per hour.

Accounting assistance estimated:	75 hours	\$250/hour
Audit and financial statement preparation services:		\$50,000

Accounting assistance includes preparing reconciliation schedules and performing year-end cutoff procedures when not already performed by the Entity, as well as matters related to the Entity's adoption of the new Current Expected Credit Losses (CECL) standard pursuant to ASC 326, that normally result in adjusting journal entries and reclassifying journal entries necessary for external financial reporting. When complete, we will provide to the Entity any reconciliation schedules prepared by us that support the respective financial statement amounts as well as the supporting trial balance grouped by financial statement account and journal entries for your records.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees, provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, Third-Party Products and each, individually, a Third-Party Product). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, EULA(s)) will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent Blankenship gives the Entity access to a Third-Party Product in connection with the services contemplated herein, the Entity agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Entity shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Entity, or any user to whom the Entity grants access to such Third-Party Product. The Entity agrees to indemnify and hold Blankenship harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Entity, or any user to whom the Entity grants access to such Third-Party Product.

You acknowledge that the use of third-party products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a third-party product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Blankenship. For the purposes of this engagement letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Blankenship's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Blankenship for the Entity under this engagement letter, or any documents belonging to the Entity or furnished to Blankenship by the Entity.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Blankenship policies, and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Blankenship's form. Blankenship reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Entity, the Entity will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification and Claim Resolution

Because Blankenship will rely on the Entity and its management or the Board of Directors to discharge the foregoing responsibilities, The Entity holds harmless and releases Blankenship and its partners and employees from all claims, liabilities, losses, and costs arising from circumstances where there has been a knowing misrepresentation by a member of the Entity's management that has caused, in any respect, Blankenship's breach of contract or negligence.

The Entity and Blankenship agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Blankenship or the date of this engagement letter if no report has been issued. In no event shall Blankenship or the Entity, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the covered parties and each individually, a covered party) be liable for the interruption or loss of business, any lost profits, savings, revenues, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this engagement letter, or the report issued, or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine will not exceed the total amount of the fees paid by the Entity to Blankenship under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Entity of its payment obligations to Blankenship under this engagement letter.

Confidentiality

Blankenship and the Entity may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Blankenship and the Entity agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this engagement letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Blankenship is permitted to disclose the Entity's Confidential Information to Blankenship's personnel, agents, and representatives to provide the services or exercise its rights under this engagement letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means information in any form, oral, graphic, written, electronic, machine-readable, or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins, and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this engagement letter. Without limiting the generality of the foregoing, the Entity acknowledges and agrees that Audit Documentation constitutes Confidential Information of Blankenship.

As used herein, the term "Confidential Information" will *not* include information that (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this engagement letter.

Notwithstanding anything stated to the contrary in this engagement letter, the Entity consents to Blankenship: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Entity, or otherwise obtained by Blankenship, in connection with the services provided under this engagement letter, to provide the Entity with professional services under any other professional services agreement the Entity enters into or has entered into with Blankenship; and (ii) using any information or data provided by or on behalf of the Company, or otherwise obtained by Blankenship, in connection with professional services provided by Blankenship under another professional service agreement Blankenship has entered into with the Entity, including confidential, personal, or other protected information, to provide the services under this engagement letter to the Entity.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this engagement letter and the terms of this engagement letter shall apply to the treatment of information shared by the parties hereto.

Data Protection Compliance

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this engagement letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (HIPAA), classified, marked or unmarked controlled unclassified information subject to the National Industrial Security Program Operating Manual (NISPOM) or the Defense Federal Acquisition Regulation Supplement (DFARS), or export controlled data subject to Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR). Unless otherwise expressly agreed upon and specified in writing by Blankenship and the Entity, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Blankenship and the Entity acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this engagement letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use, and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

Where we are acting as a service provider under the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations (CCPA), we (i) will not Sell or Share (as those terms are defined by the CCPA) any Personal Information received from the Entity; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this engagement letter, including to provide Personal Information to advisers or sub-contractors to maintain or provide the services provided under this engagement letter, or to the extent such disclosure is required by law. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer's (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional or ethical standard. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Entity-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this engagement letter. We will not be liable to you for any resulting loss, damage, or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

Either party hereto may terminate this engagement letter for any reason upon 15 days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this engagement letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of Blankenship, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government, or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this engagement letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this engagement letter.

When an engagement has been suspended at the request of management and the Board of Directors, and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this engagement without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this engagement letter. Accordingly, the scope, timing, and fee arrangement discussed in this engagement letter will no longer apply. In order for us to recommence work, the execution of a new engagement letter will be required.

The parties agree that those provisions of this engagement letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this engagement letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this engagement letter, the Entity acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Entity or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this engagement letter. The Entity shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Entity shall not knowingly cause Blankenship to violate any sanctions applicable to Blankenship. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the US Department of the Treasury, the US State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and the United Kingdom.

Any term of this engagement letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary, only to avoid such prohibition or impairment.

Recruiting Considerations

We invest considerable resources in hiring and training our professionals to provide high quality services. If the Entity would like to explore potential employment for an employee of the Firm, the Entity should contact the engagement Partner prior to interviewing the employee. The engagement Partner will evaluate any independence, engagement timeline, or economic considerations and communicate those with the Entity accordingly.

Governing Law

This engagement letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this engagement letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles and applicable US federal law.

Entire Agreement

This engagement letter constitutes the complete and exclusive statement of agreement between Blankenship and the Entity and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this engagement letter.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This engagement letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature.

This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents, if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this engagement letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

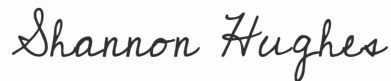
Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Agreed to and Acknowledged by:



Don Slaughter, Partner
Blankenship CPA Group, PLLC
Brentwood, Tennessee

Confirmed on behalf of Dava Fannin Hospital, LLC and Subsidiaries:



Shannon Hughes, Chief Financial Officer

SIGNATURE CERTIFICATE



REFERENCE NUMBER
10D02C18-8384-4DAE-A029-0F1F1420E555

TRANSACTION DETAILS

Reference Number
10D02C18-8384-4DAE-A029-0F1F1420E555

Transaction Type
Signature Request

Sent At
06/30/2025 12:53 PM CDT

Executed At
06/30/2025 01:13 PM CDT

Identity Method
email

Distribution Method
email

Signed Checksum
956847e3a7d76290b04446663a05c87f511b2be90f52d3f7fdeb8aebcf0e51bb

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Dava Fannin Hospital LLC and Subsidiaries 24 Engagement Letter Signed

Filename
Dava_Fannin_Hospital_LLC_and_Subsidiaries_24_Engagement_Letter_Signed.pdf


Pages
12 pages

Content Type
application/pdf

File Size
648 KB

Original Checksum
7e3d57da95161ca82664e315670504997a9866e1bf103e1d4809855ae420bb6d

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Shannon Hughes	Status signed	Viewed At 06/30/2025 12:57 PM CDT
Email shannon.hughes@javamedicalgroup.com	Multi-factor Digital Fingerprint Checksum eed06a587dd6eea59cf5f341b8c177a93ed9acb3d13b736ab8ce5a870cfa8cce	Identity Authenticated At 06/30/2025 01:13 PM CDT
Components 1	IP Address 12.195.70.26	Signed At 06/30/2025 01:13 PM CDT
	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 4DA040D5	

AUDITS

TIMESTAMP	AUDIT
06/30/2025 12:53 PM CDT	Don Slaughter (dslaughter@bcpas.com) created document 'Dava_Fannin_Hospital_LLC_and_Subsidiaries_24_Engagement_Letter_Signed.pdf' on Chrome via Windows from 52.45.54.47.
06/30/2025 12:53 PM CDT	Shannon Hughes (shannon.hughes@javamedicalgroup.com) was emailed a link to sign.
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