

**Memorandum of Understanding
Between The Minnesota Attorney General's Office
and the Parties to the Proposed Acquisition:
North Memorial Health and Sanford Health**

WHEREAS, certain Health Care Entities — namely North Memorial Health Care (“North Memorial”) and Sanford (“Sanford”) — and their component parts, subsidiaries, and affiliates, plan to come together under common corporate membership and under the control of Sanford (the “Proposed Transaction”);

WHEREAS, the Office of the Minnesota Attorney General (“AGO”) has authority to enforce Minnesota’s laws relating to certain Health Care Entity transactions, Minn. Stat. § 145D.01, subd. 5;

WHEREAS, the AGO is the principal civil regulator of charities and nonprofits in Minnesota pursuant to Minnesota Statutes chapters 317A and 501B, and has the authority to enforce these laws, including the Minnesota Nonprofit Corporations Act, Minn. Stat. ch. 317A and the Minnesota Supervision of Charitable Trusts and Trustees Act, Minn. Stat. §§ 501B.33-.45;

WHEREAS, the AGO has authority to enforce state and federal antitrust laws including, Minnesota Statutes sections 325D.49 *et seq.* (the Minnesota Antitrust Law of 1971), and the Clayton Antitrust Act of 1914. *See* 15 U.S.C. §§ 12–27, 29 U.S.C. §§ 52–53;

WHEREAS, the AGO has investigated the Proposed Transaction. The AGO has authority under Minn. Stat. § 145D.01, Minn. Stat. § 8.31, Minnesota Statutes chapters 317A and 501B, and state and federal antitrust law to bring a lawsuit to block or unwind the Proposed Transaction or seek any and all other appropriate relief. Contingent on the parties’ compliance with the terms in this Memorandum of Understanding (“MOU”), the AGO has decided not to initiate such an action at this time. For the avoidance of doubt, however, the AGO retains full authority to bring such a

lawsuit against the parties at any time if the AGO, in its sole discretion, believes the Proposed Transaction is or becomes in violation of Minn. Stat. § 145D.01, Minn. Stat. § 8.31, Minnesota Statutes chapters 317A and 501B, or state and federal antitrust law;

WHEREAS, North Memorial and Sanford assert that the Proposed Transaction will enable more people to get the care that they need, closer to home, now and in the future. Together, North Memorial and Sanford can respond faster when needs change, grow key services, bring in new technology, train and hire more caregivers and improve the patient experience in ways they could not do alone;

WHEREAS, according to that certain Affiliation Agreement entered into between North Memorial and Sanford on April 30, 2026 (the “Affiliation Agreement”), Sanford has agreed to fund routine, strategic, and, if needed, operating capital for North Memorial in accordance with Sanford’s enterprise capital and operating budgeting processes; to allocate capital needed to fund deferred maintenance at the Robbinsdale campus and to fully fund through North Memorial cash from operations and reserves, philanthropy, Combined System funds, and/or external debt incurred by the Combined System, the planned expansion of Maple Grove Hospital, including all necessary construction, equipment, and campus development;

WHEREAS, specifically, the joint organization plans to invest \$600 million in Robbinsdale and Maple Grove hospitals. Sanford Health has made an initial commitment to invest approximately \$100 million to address overdue maintenance needs and facility and equipment upgrades and preserve critical trauma, emergency and safety-net services at Robbinsdale Hospital, as well as to strengthen and support Emergency Medical Services in and out of Robbinsdale. In 2025 alone, Robbinsdale Hospital reported an operating loss of approximately \$50 million, losses that will also be absorbed by Sanford Health going forward as Sanford North Memorial makes the

investments needed to build long-term financial sustainability for the hospital. At the same time, Maple Grove Hospital serves one of the fastest-growing regions in the Twin Cities, creating a pressing need for additional capacity and services. The approximately \$500 million investment identified by the North Memorial Board for this location advances a long-standing plan they have had to meet that growing demand by expanding emergency, inpatient, surgical, cardiology, specialty care and outpatient services, while supporting continued growth at Minnesota's largest birth center.

WHEREAS, North Memorial and Sanford recognize that North Memorial is more than a healthcare system. It is a team of employees dedicated to the communities they serve and united by one mission: “Empowering our patients to achieve their best health”;

WHEREAS, this MOU is entered into among the AGO, North Memorial and Sanford, and the parties jointly acknowledge that upon final execution by all parties this MOU will be considered to be public data not on individuals pursuant to Minn. Stat. ch. 13;

NOW THEREFORE, the AGO, North Memorial, and Sanford hereby enter into this MOU with the following terms and conditions:

REPRESENTATIONS

1. On May 1, 2026, North Memorial and Sanford provided the AGO with a Submission notifying the AGO of the Proposed Transaction pursuant to Minn. Stat. § 145D.01.
2. North Memorial and Sanford represent and warrant that the Submission—together with supplemental materials provided—was a complete and accurate Submission and, to the best of their understanding, was in compliance with the requirements of Minn. Stat. § 145D.01, subd. 2(c)-(d).

The AGO relies upon North Memorial's and Sanford's representations and warranties in its investigation and resolution of this matter, and it has received a response for each required submission category identified in Minn. Stat. § 145D.01, subd. 2(c)-(d).

DEFINITIONS

3. "Attorney General" means the Attorney General of the State of Minnesota.
4. "Annual Compliance Report" means the compliance report that Sanford North Memorial shall submit to the AGO annually that contains such information as agreed to herein, in substantially the form attached hereto.
5. "Charity Care" means the cost of care provided at a free or reduced amount. Charity care is provided with no expectation of payment and is separate from bad debt. Charity care is further defined according to the Internal Revenue Service ("IRS") Form 990 Schedule H including instructions.
6. "Closing Date" means the effective date when the Proposed Transaction is consummated pursuant to the Affiliation Agreement.
7. "Core Services" means level 1 trauma center status and derivative required coverages and services, including emergency department, cardiac and cath lab services, labor and delivery, ICU services, stroke care, acute rehab services, and mental health services.
8. "Health Care Entity" has the meaning set forth in Minn. Stat. § 145D.01, subd. 1(e).
9. "Minnesota Locations" means all Sanford and North Memorial locations within Minnesota.

10. “Minnesota’s Hospital Annual Report” is the report required and governed by Minnesota Statutes, sections 144.695 through 144.703, with the specific yearly reporting mandate detailed in Minnesota Statutes section 144.698.

11. “North Memorial” means North Memorial Health Care, a Minnesota nonprofit corporation headquartered in Robbinsdale, Minnesota, together with its Affiliates—including North Memorial Foundation and Maple Grove Hospital Corporation—and all of their merged or acquired predecessors, successors, divisions, subsidiaries, and parents. The term also includes all present directors, officers, employees, and other agents of North Memorial and its wholly owned subsidiaries. For purposes of this Memorandum, “North Memorial” refers to the legacy North Memorial system and all of its wholly owned operational units and locations, including North Memorial Health – Robbinsdale Hospital, a Level I trauma center located at 3300 Oakdale Avenue North in Robbinsdale, and North Memorial Health – Maple Grove Hospital in Maple Grove. This definition also encompasses North Memorial’s wholly owned clinic operations and specialty network, including primary care clinics in Blaine, Brooklyn Center, Brooklyn Park, Camden, Elk River, Fridley, Golden Valley, Minnetonka, New Hope, Maple Grove, and St. Anthony; specialty centers including the Breast Center in Robbinsdale; Cancer Centers in Maple Grove and Robbinsdale; Heart & Vascular Centers in Robbinsdale, Maple Grove, Blaine, and Minnetonka; Family Birth Centers in Robbinsdale and Maple Grove; the Maple Grove NICU; and the Maple Grove Sleep Center. It further includes North Memorial’s Urgent and Urgency Centers in Maple Grove, Blaine, Elk River, and Minnetonka, as well as all related administrative departments, outpatient services, inpatient units, emergency services, and EMS operations. Following the Proposed Transaction, North Memorial will be integrated into Sanford Health as the Twin Cities Region of the Combined System; however, for purposes of this Memorandum, the term “North

Memorial” continues to refer to the portion of the merged entity that previously constituted North Memorial Health Care and its wholly owned subsidiaries, including all wholly owned hospitals, clinics, specialty centers, hospice, urgency and urgent care locations, EMS programs, and other wholly owned operational units within the legacy North Memorial system.

12. “Person” means any individual, partnership, association, corporation, business trust, legal representative, organization, or government entity, and any subsidiaries, divisions, groups, or affiliates thereof.

13. “Reporting Period” means the time period beginning on the Closing Date and ending on the later of 10 years after the Closing Date or the completion of Sanford’s applicable annual state and federal reporting requirements for activity occurring during the final full calendar year within that ten-year period.

14. “Submission” means the documents and information related to North Memorial, Sanford, and the Proposed Transaction provided to the AGO pursuant to Minn. Stat. 145D.01 (and any other applicable law) and any additional documents and information provided to the AGO in connection with the AGO’s investigation of the Proposed Transaction.

15. “Sanford North Memorial” means the combined entity created through the Affiliation, in which Sanford Health becomes the sole corporate member of North Memorial Health Care and integrates North Memorial and its Affiliates into Sanford Health’s enterprise structure as the Twin Cities Region. The combined system’s primary name will be “Sanford Health,” with North Memorial’s existing brand transitioning to the Sanford Health brand over a reasonable period of time while maintaining local identity and customer affinity during the transition. For purposes of this Memorandum, “Sanford North Memorial” includes all legacy

North Memorial facilities and operations as integrated into Sanford Health, including any subsequent naming or branding changes adopted by the combined system.

TERMS

Sanford North Memorial agrees to comply with the following provisions throughout the Reporting Period.

16. **Delivery of Care to Certain Populations.** Sanford North Memorial shall retain and enhance, where possible, the policies for and the provision of care to the disadvantaged, uninsured, underinsured populations and underserved populations, and populations enrolled in public health programs. This includes, without limitation, North Memorial's Charity Care policy and enhancing access to the policy and care through the implementation of the presumptive eligibility process and use of reasonable payment plans. Sanford shall commit to delivering care to these populations and will provide to the AGO a summary and a breakdown by Maple Grove and Robbinsdale locations of Sanford North Memorial delivery of care to disadvantaged, uninsured, underinsured and underserved populations, and populations enrolled in public health care programs annually in the same or similar manner to that which is reported in its Internal Revenue Service ("IRS") Form 990 Schedule H.

17. **Community Benefits and Financial Assistance.** Sanford North Memorial shall maintain or enhance and continue funding all community benefit and financial assistance offerings supported by North Memorial as of the Closing Date, and as agreed to in the Affiliation Agreement. If the Sanford North Memorial overall level of community benefits or financial assistance is materially reduced (10%) in a given year as provided and reported on its most recent IRS Form

990 Schedule H filed as of the Closing Date, then Sanford North Memorial shall provide in its annual report an explanation for the reduction.

a. Sanford North Memorial shall report to the AGO a summary of Sanford North Memorial level of Charity Care provided annually in terms of total dollars in financial assistance and reported on its yearly reports filed with the IRS Form 990 Schedule H. If the Sanford North Memorial overall level of Charity Care is materially reduced (10%) in a given year as provided and reported on its most recent IRS Form 990 Schedule H as of the Closing Date, then Sanford shall provide in its annual report an explanation for the reduction.

b. Sanford North Memorial shall report to the AGO annually a summary and level of Sanford North Memorial health professions education and training total dollars reported on its filed State Reports and the IRS Form 990 Schedule H as of the Closing Date. If the Sanford North Memorial overall level of health professions education and training is materially reduced (10%) in a given year as provided and reported on its most recent filed IRS Form 990 Schedule H as of the Closing Date, then Sanford North Memorial shall provide in its annual report an explanation for the reduction.

c. All reports required herein shall also include data broken out for the Maple Grove Hospital and separately for the Robbinsdale Hospital.

18. **Bad Debt.** Sanford North Memorial shall report to the AGO annually a summary of Sanford North Memorial levels of bad debt expenses incurred and reported on its IRS Form 990 Schedule H.

19. **Participation in Government Health Programs.** Sanford North Memorial shall maintain participation of its Minnesota Locations in Medicare and Medicaid and other means-

tested government health programs in which it currently participates and shall report to the AGO annually on the status of Sanford North Memorial's participation in such programs with respect to its Minnesota Locations as well as locations in Cass County and Grand Forks County in North Dakota and Minnehaha County in South Dakota. Sanford North Memorial shall use commercially reasonable efforts to contract with and disclose annually a list of the Medicare Managed Care payors and Medicaid Managed Care payors with which it is contracted. Notwithstanding the foregoing, other than Medicare or Medicaid, Sanford North Memorial shall not be required to contract with any payor upon commercially unreasonable terms, commercially unreasonable policies and procedures, and/or payors with lack of sufficient coverage. Should Sanford North Memorial encounter a change in any government health program in which it participates in at the time of closing, it shall explain with reasonable detail the reason for the change.

20. **Donor commitments and Restricted Gifts.** Sanford North Memorial shall report to the AGO annually on Sanford North Memorial's commitment, as agreed to in the Affiliation Agreement, to maintain and utilize the existing charitable assets of each respective legacy organization in accordance with the terms, conditions, restrictions, and charitable intent of the original gifts. This includes, without limitation, to support the mission of the applicable legacy organization and the communities within which the charitable gifts originated.

21. **\$600M Investment Commitment.** Sanford Health agrees to an initial commitment to invest approximately \$100 million to support facility and equipment upgrades, address overdue maintenance needs, invest in technology infrastructure and systems, and preserve critical trauma, emergency and safety-net services at Robbinsdale Hospital, as well as to strengthen and support Emergency Medical Services in and out of Robbinsdale with no less than \$25 million being invested within three years of the closing of the transaction. In 2025 alone, Robbinsdale Hospital

reported an operating loss of approximately \$50 million, losses that will also be absorbed by Sanford Health going forward as Sanford North Memorial makes the investments needed to build long-term financial sustainability for the hospital. At the same time, Maple Grove Hospital serves one of the fastest-growing regions in the Twin Cities, creating a pressing need for additional capacity and services. The approximately \$500 million investment in the Maple Grove Hospital identified by the North Memorial Board and agreed to by Sanford advances a long-standing plan they have had to meet that growing demand by expanding emergency, inpatient, surgical, cardiology, specialty care and outpatient services, while supporting continued growth at Minnesota's largest birth center. Sanford North Memorial intends to commence construction to expand the Maple Grove Hospital no later than Q1, 2027, unless otherwise mutually agreed. Sanford North Memorial shall commit \$600 million in investments into North Memorial within 10 years of the Closing Date and shall report to the AGO annually on where and how that commitment to invest is being satisfied, until such initial commitment is satisfied.

22. Maintenance of Core Services at North Memorial Hospital Robbinsdale.

Sanford North Memorial shall commit and report to the AGO annually to maintain North Memorial Hospital Robbinsdale's Core Services and the below additional commitments, for at least ten (10) years after the Closing Date and report to the AGO annually on the status of its commitments.

a. Sanford North Memorial shall maintain North Memorial – Robbinsdale's level 1 trauma verification in continuous good standing.

b. Sanford North Memorial shall maintain the North Memorial Hospital Robbinsdale's volume of trauma activations, emergency department visits, or inpatient admissions as measured by the Baseline. The term "Baseline" means the volumes as

reported in the Hospital Annual Report (HAR) submitted to the Minnesota Department of Health as of the Closing Date. Should Sanford North Memorial anticipate or experience a material reduction in volume (more than 10% from Baseline), Sanford must provide in writing in the next due annual report supporting data, that the anticipated or experienced reduction is from a documented decline in patient demand not caused by Sanford North Memorial's own reduction, relocation, or closure of services, by referral or transfer practices favoring other Sanford North Memorial facilities, or by changes to the North Memorial Robbinsdale Hospital's payer acceptance or financial assistance practices.

c. Sanford North Memorial shall maintain at the North Memorial Hospital Robbinsdale licensed bed capacity necessary for North Memorial Hospital Robbinsdale to maintain its status as a level 1 trauma center.

d. Sanford North Memorial shall maintain at the North Memorial Hospital Robbinsdale the oncology services currently being provided at the North Memorial Health Cancer Center.

23. **Commitment to Behavioral and Mental Health Services Statewide.** Sanford North Memorial shall maintain and enhance existing clinical, rehabilitative, or crisis interventions managed or supervised by qualified mental health professionals (Behavioral or Mental Health care services) at Minnesota Locations as of the Closing Date and explore ways it can expand or restore those services where services are inadequate. Sanford North Memorial will report to the AGO on its compliance with this provision annually. To the extent that the scope of Behavioral or Mental Health care services is materially reduced (more than 10% at any one location) Sanford North Memorial shall include this information in its annual reporting to the AGO along with an

explanation of changes in services that includes an explanation of Sanford North Memorial's good faith efforts to retain such services.

24. **Maintenance of Service Lines Across Minnesota Locations.** Sanford North Memorial shall commit to not materially reduce (10%) the service lines that it currently provides at its Minnesota Locations. Sanford North Memorial will report to the AGO on its compliance with this provision annually. If there is a material reduction of any such services in any county in Minnesota, or Sanford locations that Minnesota communities primarily rely on for their care in Cass County and Grand Forks County in North Dakota and Minnehaha County in South Dakota, then Sanford North Memorial shall provide in its annual report an explanation for the reduction. For the avoidance of doubt, the requirements specified in this Paragraph 25 shall not preclude Sanford North Memorial from altering (e.g., increasing or decreasing) the types of services provided at any Minnesota Location or Sanford locations that Minnesota communities primarily rely on for their care in Cass County and Grand Forks County in North Dakota and Minnehaha County in South Dakota, or impose any additional requirements beyond those stated in Minn. Stat. 144.555, except as provided in Paragraph 26.

25. **Notices under Minn. Stat. 144.555.** Sanford North Memorial will adhere to all requirements related to service line impacts that are required to be reported to the Minnesota Department of Health under Minn. Stat. § 144.555. In the event that Sanford North Memorial makes a required notification to the Minnesota Department of Health under Minn. Stat. § 144.555, then Sanford North Memorial will simultaneously notify the AGO and with the notice to the AGO provide an explanation for the planned closure or reduction. Sanford North Memorial will report to the AGO on its compliance with this provision annually.

26. **Emergency Air and Ground Transportation Services.** Sanford North Memorial shall commit to and report annually to the AGO on maintenance of existing levels of air and ground emergency transportation service in Minnesota. Specifically,

a. Sanford North Memorial shall maintain the existing North Memorial Air Care and Sanford AirMed bases serving Minnesota, and response-time coverage area, with no closure, relocation, or downgrade of any base absent prior written notice of at least 90 days to the Attorney General and an explanation of the reason for the change that includes assessment of community impact and market analysis.

b. Sanford North Memorial shall maintain sufficient aircraft and crews to maintain or improve response-time and availability. Sanford North Memorial should immediately notify the Attorney General in writing with an explanation if it anticipates any extended disruptions.

c. Sanford North Memorial shall continue providing air and ground transport to and from non-Sanford hospitals on non-discriminatory terms. If Sanford North Memorial is found to be in violation of any applicable state or federal law regarding availability of air or ground transport, it shall notify the Attorney General in writing.

d. Sanford North Memorial shall continue or increase the level of in-network participation by its air and ground ambulance services with both Sanford's and North Memorial's pre-transaction payers at the same or greater levels throughout the service areas covered by the combined entity. Notwithstanding the foregoing, Sanford North Memorial shall not be required to contract with any payor upon commercially unreasonable terms, commercially unreasonable policies and procedures, and/or payors with lack of sufficient coverage.

27. **Employee Health Care Options.** Sanford shall commit to offering North Memorial employees health insurance benefit options that are comparable to the existing options that each employee has available to him or her as of the Closing Date, and migrating North Memorial employees to Sanford's standard health insurance benefit options over time. Sanford will report to the AGO on its compliance with this provision in its first report and any subsequent reports for which it is applicable.

28. **Reproductive Health Care and Gender-Affirming Care.** Sanford North Memorial shall not reduce the scope of reproductive health care and gender-affirming care services available at Minnesota Locations as of the Closing Date to the extent consistent with applicable law and regulations. Sanford North Memorial shall make best efforts in their control to maintain existing services. To the extent that the scope of reproductive health care or gender-affirming care services is reduced, Sanford North Memorial shall include this information in its annual reporting to the AGO along with an explanation of changes in services that includes an explanation of the best efforts to retain such services.

29. **Labor Relations.** Sanford shall commit that all North Memorial employees in good standing and who meet Sanford's standard hiring criteria will retain their current employment at closing and to maintain North Memorial existing collective bargaining agreements as agreed to in the Affiliation Agreement. Sanford North Memorial shall report to the AGO annually on the status of these commitments and report on any final determination by the National Labor Relations Board that Sanford North Memorial has committed an unfair labor practice in a Minnesota Location as set forth in 29 U.S.C. § 158(a).

30. **Employee Matters.** Sanford North Memorial commits that all employees in good standing and who meet Sanford's standard hiring criteria will retain their current employment at

closing pursuant to the terms and conditions not materially less favorable, to those in place immediately prior to Closing.

31. **Education and Training Commitments.** Sanford North Memorial shall commit and report to the AGO annually:

a. good faith efforts Sanford North Memorial has made with the Masonic Cancer Center at the University of Minnesota to support its National Cancer Institute (NCI) designation;

b. maintenance and continued participation in current medical education and training programs at Sanford North Memorial including but not limited to the general surgery residency program;

c. maintenance and continued participation by Sanford North Memorial in existing medical education and training collaborations amongst Minnesota health care providers;

d. support by Sanford North Memorial of the North Memorial Family Residency Program through the University of Minnesota Residency Program located at the Broadway Family Practice Clinic;

e. Sanford North Memorial continue the participation of North Memorial – Robbinsdale and Maple Grove Hospitals in the Metro Minnesota Council on Graduate Medical Education (MMCGME); and

f. exploration of opportunities by Sanford North Memorial to expand medical education and training programs.

32. **Medical Staff Privileges.** Sanford North Memorial shall provide to the AGO annually confirmation that Sanford North Memorial is consistently applying its bylaws and

policies to Health Care Providers with medical staff privileges at North Memorial facilities regardless of employment status with Sanford North Memorial.

33. **Medical Staff Bylaws and Policies.** Sanford North Memorial shall provide to the AGO annually a copy of the then-current bylaws or policies related to medical staff privileges, referrals, or operating room access at North Memorial facilities.

34. **Operating Room Scheduling.** Sanford North Memorial shall provide to the AGO annually a copy of North Memorial's then-current operating room scheduling policies. Sanford shall provide to the AGO annual confirmation that North Memorial's operating room scheduling policies are consistently being applied across all members of the Medical Staff.

35. **Non-Discrimination Policies and Practices.** Sanford North Memorial shall provide to the AGO annually a copy of the Sanford North Memorial then-current non-discrimination policies and practices. Sanford North Memorial shall provide to the AGO annually the status of its adherence to all non-discrimination policies and practices in accordance federal and state law with respect to staff, patients or other persons present in Health Care Facilities, including recognition of tribal rights and practices. Sanford North Memorial shall commit to and report to the AGO annually its participation in relevant Minnesota initiatives on equity and inclusion.

36. **Noncompete Provisions.** Sanford North Memorial shall not include noncompete provisions within its employment agreements pursuant to Minn. Stat. 181.988, nor shall Sanford North Memorial seek to enforce noncompete provisions that predate the transaction.

37. **Meetings with the Attorney General.** Sanford North Memorial will commit to having designated executive leaders, when possible including the Chief Executive Officer, meet with the Attorney General on a quarterly basis to discuss integration, operations, and any other

topics in the discretion of the Attorney General or the corporate designees. The Attorney General shall annually meet with the Sanford Board of Trustees at one of their regularly scheduled meetings.

38. **Annual Compliance Reporting.** Sanford North Memorial shall submit an Annual Compliance Report to the AGO that contains such information as agreed to herein with the first report due May 1, 2027. The Annual Compliance Report will include the agreed upon information, with the exception of the information required in paragraphs 16 through 18, for the Minnesota Locations and the Sanford locations that Minnesota communities primarily rely on for their care. On November 15 each year, Sanford North Memorial shall submit IRS Form 990s for Minnesota Locations and the Sanford locations that Minnesota communities primarily rely on for their care and the information required in paragraphs 16 through 18 in a supplement to the report. Thereafter, Annual Compliance Reports will be due May 1 each year. Sanford North Memorial shall also provide to the AGO a copy of the Hospital Annual Report (HAR) submitted to the Minnesota Department of Health for each of Sanford's Minnesota Locations during the Reporting Period.

39. **Public Report.** Sanford North Memorial shall work with the Attorney General's Office to prepare a redacted version of the Annual Compliance Report or a separate public report, which shall be available to the public within 30 days of the submission of each Annual Compliance Report.

GENERAL TERMS

40. **Classification of Data.** Section 13.39 of the Minnesota Data Practices Act applies to information provided to the Minnesota Attorney General's Office and the Minnesota

Department of Health pursuant to Minn. Stat. §145D.01, subd. 7, including information provided pursuant to this MOU.

41. **Enforcement.** The Attorney General will consider Sanford North Memorial's compliance with this MOU when in the future deciding whether to bring an action to stop, unwind, or seek any other available relief regarding the transaction between North Memorial and Sanford. The Attorney General shall retain the ability to seek any and all appropriate remedies via court intervention regarding this transaction under applicable law for the duration of the Reporting Period, including but not limited to injunctive relief, divestiture, and/or penalties. For the avoidance of doubt, the Attorney General's enforcement pursuant to this Section 42 shall not apply to Sanford North Memorial facilities located outside the State of Minnesota.

42. No provision of this MOU shall be interpreted or construed to require North Memorial or Sanford to take any action, or to prohibit North Memorial or Sanford from taking any action, if that requirement or prohibition would expose North Memorial or Sanford to liability for negligence (including negligent credentialing) or malpractice.

43. Nothing in this MOU shall relieve North Memorial and Sanford of their obligations to comply with all applicable state and federal laws and regulations.

44. The Person signing this MOU for North Memorial warrants that North Memorial has authorized the person to execute this MOU and that North Memorial has been fully advised by its counsel before entering into the MOU.

45. The Person signing this MOU for Sanford warrants that Sanford has authorized the person to execute this MOU and that Sanford has been fully advised by its counsel before entering into the MOU.

46. This MOU constitutes the full and complete terms of the agreement entered into by North Memorial and Sanford and the Attorney General.

47. North Memorial and Sanford shall notify their principals, officers, directors, agents, employees, parents, affiliates, subsidiaries, and successors, and any other person in active concert or participation with the company of the obligations, duties, and responsibilities imposed on them by this MOU.

48. North Memorial and Sanford shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agreed with any conduct or actions by North Memorial and Sanford.

49. This MOU shall terminate following the submission of the tenth annual compliance report

KEITH ELLISON
Attorney General
State of Minnesota

Date: 8/26/2026

By: *Elizabeth Odette*

ELIZABETH ODETTE
Assistant Attorney General

SANFORD

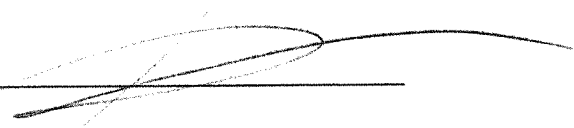
Date: 8/27/26

By: 

Sanford

NORTH MEMORIAL HEALTH CARE

Date: 8/27/26

By: 

North Memorial Health Care