Memorandum of Understanding
Between The Minnesota Attorney General's Office
and the Parties to the Proposed Strategic Integration:
Allina Health System and Sutter Health

WHEREAS, certain Health Care Entities, namely Allina (as defined below) and Sutter (as defined below), have entered into an agreement whereby Allina will become a wholly owned subsidiary of Sutter and operate as an integrated operating division to be known as the "Upper Midwest Division" of Sutter (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 under 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 also has independent 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 and 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 to seek any other appropriate relief;

WHEREAS, contingent on the parties' compliance with the terms of this Memorandum of Understanding ("MOU"), the AGO has determined that it will not initiate such an action at this time, but for the avoidance of doubt, the AGO expressly retains full authority to bring such a

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

WHEREAS, the parties recognize Allina's critical role within the social fabric and economic vitality of Allina's headquarters in South Minneapolis and the many communities in which Allina's dedicated 27,000+ employees deliver award-winning care;

WHEREAS, Allina has affirmed its commitment to South Minneapolis as a community hospital through the redevelopment of the Abbott Northwestern campus, by engaging with community and designing an integrated campus to meet local needs as a good neighbor, featuring open sightlines and green spaces that invite community in, extensive collaborations with local artists, new solar arrays that help to provide low-cost power to the surrounding community, and critical care infrastructure that supports the delivery of high-acuity specialty care to residents of the city and patients throughout the State of Minnesota;

WHEREAS, Allina and Sutter assert that the Proposed Transaction will enable more Minnesotans to get the quality care that they need, closer to home, now and in the future. Stronger and better together with Sutter, Allina can respond more quickly when community needs change, strengthen delivery of primary care, mental health, and rural health across Minnesota, bring forward technology and digital innovation, modernize facilities and care sites, expand and support Minnesota's health care workforce and clinical research, and improve the patient experience in ways that it could not do alone;

WHEREAS, Sutter has committed to make a substantial $2,150,000,000 capital investment in Allina in the form of a binding Capital Commitment (as defined below) to be funded through a combination of cash from operations, cost synergies, philanthropy, investment income, external

debt if necessary, and operational capital and other balance sheet sources of the combined system to fund routine and strategic capital expenditures for Allina that prioritize improved access to health care and fill gaps in Allina's network across Minnesota and Western Wisconsin;

WHEREAS, the parties plan to direct substantial capital to strengthen care delivery across Minnesota, including modernization of Allina's acute care hospitals, including at rural facilities and in underserved communities; completion of long-planned infrastructure projects necessary to support high-complexity, statewide referral care; expansion of outpatient primary and specialty care capacity and services, including the creation of comprehensive ambulatory hubs and additional retail urgent care centers, ambulatory surgery centers, and other outpatient services (e.g., imaging, pharmacy, lab) to close geographic access gaps and bring care closer to where patients live and work; upgrades to and modernization of (including in rural facilities and underserved communities) core clinical technology, digital care platforms, information technology network and infrastructure, cybersecurity enhancements, and system integration infrastructure needed to improve patient access, quality, safety, and continuity of care across Minnesota;

WHEREAS, Sutter recognizes that Allina has served its community for 140 years, developing a devoted team of caregivers who provide critical life-saving care to Minnesotans in the Minneapolis-Saint Paul metropolitan area and in greater Minnesota, through nationally recognized experts and advanced care professionals like those at the Heart Institute, the Cancer Institute, and the Brain and Spine Institute, community partnerships like Access to Healthy Food, through its status as the largest provider of Medicare and Medicaid reimbursed services in the Twin Cities, and by sponsoring robust teaching hospital offerings including accredited residency programs in internal medicine, neurology and pharmacy;

WHEREAS, Sutter looks forward to partnering with Allina to continue delivering care that aligns with and builds upon Minnesota's longstanding traditions of collaborative, patient-centered care for all; and

WHEREAS, the AGO, Allina, and Sutter acknowledge that upon final execution by all parties, this MOU will constitute public data not on individuals pursuant to Minn. Stat. ch. 13;

NOW, THEREFORE, the AGO, Allina, and Sutter hereby enter into this MOU with the following terms and conditions to be effective upon the Closing Date (as defined below):

REPRESENTATIONS

1. **Notice to AGO.** On May 29 and June 2, 2026, Allina and Sutter respectively provided the AGO required notice of the Proposed Transaction pursuant to Minn. Stat. § 145D.01.

2. **Accuracy of Submission.** Allina and Sutter represent and warrant that the Submission—together with supplemental materials provided—was a complete and accurate Submission and, to the best of their understanding, complied with the requirements of Minn. Stat. § 145D.01, subd. 2(c)–(d).

3. **AGO Reliance.** The AGO relies upon Allina's and Sutter's representations and warranties in its investigation and resolution of this matter and acknowledges receipt of responses for each required submission category identified in Minn. Stat. § 145D.01, subd. 2(c)–(d).

DEFINITIONS

4. "Allina" means Allina Health System, a Minnesota nonprofit corporation headquartered in Minneapolis, together with its controlled affiliates. For purposes of this MOU, "Allina" refers to the assets and operations of the current Allina system including all of its facilities and operations, including hospitals, clinics, ambulatory surgery centers, urgent care and emergency care sites, specialty centers, mental health and addiction programs, and all other wholly

owned operational units in Minnesota and western Wisconsin. For the avoidance of doubt, upon the consummation of the Proposed Transaction, Allina will continue its legal existence and branding as an entity separate from Sutter with a divisional board of directors, but will become a wholly owned, direct subsidiary of Sutter and with its assets and operations known as the "Upper Midwest Division" of Sutter.

5. "Allina Rural Hospitals" means Allina's licensed hospitals in Buffalo, Cambridge, Faribault, Hastings, New Ulm, Owatonna, and Shakopee.

6. "Annual Compliance Report" means the compliance report that Allina shall submit to the AGO annually that contains such information as agreed to herein.

7. "Attorney General" means the Attorney General of the State of Minnesota, or their designee.

8. "Baseline" means the applicable total volume of services as reported in Allina's 2026 Minnesota Hospital Annual Report.

9. "Capital Commitment" means the capital to fund routine and strategic capital expenditures for Allina that prioritize improved access to health care services and fill gaps in Allina's network across the geographic region consisting of Minnesota and western Wisconsin in an aggregate amount of Two Billion One Hundred Fifty Million Dollars ($2,150,000,000), with such capital to be disbursed, expended, or approved by Sutter subject to the terms and conditions set forth in the Strategic Integration Agreement.

10. "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 and sometimes called Community Care as defined in Minn. Stat. § 144.699, subd. 5(c).

11. "Closing Date" means the effective date when the Proposed Transaction is consummated pursuant to the Strategic Integration Agreement.

12. "Core Services" means the following services: primary care/family medicine/internal medicine; mental health; cardiovascular; emergency room; ICU; stroke; women's health/OB/GYN; cancer care; orthopedics; and surgery services.

13. "Health Care Entity" has the meaning set forth in Minn. Stat. § 145D.01, subd. 1(e).

14. "Initial Period" means the five (5)-year period beginning on the Closing Date and terminating on the day prior to the five (5)-year anniversary of the Closing Date. The Initial Period is distinct from, and does not limit, the ten (10)-year Reporting Period during which the AGO will monitor compliance with the commitments set forth in this MOU.

15. "Integration Plan" means the Integration Plan referenced in the Strategic Integration Agreement and approved by the Boards of Allina and Sutter in September 2026.

16. "Material" or "Materially" means (a) as used in paragraph 24, more than ten percent (10%) compared to the Baseline; and (b) as used in paragraph 31, more than ten percent (10%) compared to the amount reported on Allina's most recently filed IRS Form 990 Schedule H as of the Closing Date.

17. "Minnesota 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.

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

19. "Reporting Period" means the time period beginning on the Closing Date and continuing through the later of (i) the day prior to the ten (10)-year anniversary of the Closing Date and (ii) completion of Allina's applicable annual state and federal reporting requirements for activity occurring during the final full calendar year within that ten (10)-year period referenced in the preceding clause (i). The Reporting Period encompasses the entire five (5)-year Initial Period, with an additional five (5) years of monitoring and reporting on the parties' performance of their public commitments and compliance with the terms set forth in this MOU.

20. "Strategic Integration Agreement" means the certain Strategic Integration Agreement by and between Sutter and Allina dated as of May 21, 2026.

21. "Submission" means the documents and information related to Allina, Sutter, and the Proposed Transaction provided to the AGO pursuant to Minn. Stat. § 145D.01 (and any other applicable law) as well as any additional documents and information provided to the AGO during its investigation of the Proposed Transaction.

22. "Sutter" means Sutter Health, a California nonprofit public benefit corporation, headquartered in Sacramento, California, which upon the Closing Date of the Proposed Transaction will become the sole corporate member and parent corporation of Allina, and will operate Allina as a wholly owned subsidiary and integrated operating division of Sutter.

TERMS

Sutter or Allina, as the case may be, agrees to comply with, and Sutter agrees it will cause Allina to comply with, the following provisions during the Reporting Period, except where another time period is explicitly referenced herein:

23. **Capital Commitment.** Pursuant to the terms of the Strategic Integration Agreement, Sutter agreed to a binding commitment to provide the Capital Commitment to Allina. This capital is intended to preserve and strengthen Minnesota's health care infrastructure; modernize outdated facilities, equipment, and technology; expand primary care, specialty care, urgent care, and mental health capacity; enhance clinical technology and digital platforms; support physician and clinician recruitment; and reinforce the stability of rural and regional care for Minnesotans. The Capital Commitment will be deployed across major investment categories, using the Integration Plan as a guide, including but not limited to:

a. Completing the Abbott Northwestern campus revitalization project;

b. Modernizing the information technology network and infrastructure to enable better access to care, patient flow, and clinical operations across the entire Allina system, including all rural facilities through the integration of clinical, digital, cybersecurity, cloud, and enterprise platforms to create a more connected patient and caregiver experience and enable patients to receive care closer to home whenever clinically safe to do so (e.g., stroke telemedicine);

c. Replenishing and deploying routine capital to upgrade/replace aging clinical technology and plant, property, and equipment across the entire Allina system, including at all rural facilities; and

d. Investing in strategic capital projects that will build a comprehensive ambulatory network of hubs including ambulatory surgery centers, urgent care centers, and clinical centers of excellence.

The parties anticipate that approximately half of the Capital Commitment will be dedicated to items a, b, and c listed above, and for the Capital Commitment to be fully deployed during the Initial Period, subject to the terms and conditions of the Strategic Integration Agreement. Allina shall report annually to the AGO on progress toward satisfaction of the Capital Commitment, including: (i) capital allocations; (ii) investment categories; (iii) timelines and project advancement; and (iv) progress toward strengthening statewide access, modernization, and service stability for Minnesota communities. Reporting shall continue until the full committed amount has been expended or approved.

24. **Maintenance of Service Lines.**

a. During the Initial Period, Allina shall maintain services necessary to maintain its trauma center verifications and emergency care capabilities in continuous good standing at Mercy Hospital (Level II), Abbott Northwestern Hospital (Level III), and United Hospital (Level III). In addition, during the subsequent five (5) year-period following the Initial Period, Allina will use best efforts to maintain the scope of trauma and emergency care services at the foregoing hospitals (Mercy Hospital, Abbott Northwestern Hospital, and United Hospital) as of the Closing Date. During the Reporting Period, Allina shall also ensure continued support for its Emergency Medical Services (EMS) programs existing as of the Closing Date, including Allina Health Emergency Medical Services statewide. Allina will report to the AGO on this provision annually, and if there is a Material

reduction in such services during the Reporting Period in any given year, then Allina shall provide an explanation for the reduction in its Annual Compliance Report.

b. During the Initial Period, Allina shall commit to not Materially reduce the Core Services that it currently provides across Minnesota as of the Closing Date, measured for each Core Service: (i) for each of the Allina Rural Hospitals, to the extent the Core Services provided at any of the Allina Rural Hospitals are solely provided by Allina, and not dependent on or caused by any third parties (as explained in the Annual Compliance Report, if applicable), or (ii) on a systemwide basis, in each case in the aggregate as of the Closing Date. Allina will report to the AGO on this provision annually, and if there is a Material reduction in subsections (i) or (ii) in any given year, then Allina shall provide in its Annual Compliance Report during the Reporting Period an explanation for the reduction. For the avoidance of doubt, the requirements specified in this section shall not (1) preclude Allina from altering (e.g., increasing, decreasing, or modifying) the types of services provided at any locations in Minnesota or locations that Minnesota communities primarily rely on for their care in Pierce County, Wisconsin, or (2) impose any additional notification requirements beyond those stated in Minn. Stat. § 144.555.

c. During the Initial Period, Allina shall maintain the mental health services provided on a systemwide basis as of the Closing Date, such as clinical, rehabilitative, crisis intervention, outpatient, intensive outpatient, and addiction treatment services (inclusive of all delivery models or settings). Allina will also explore opportunities to expand or restore mental health services where such services are inadequate. Allina will report annually during the Reporting Period to the AGO on its compliance with this provision. If the scope of mental health services is Materially reduced on a systemwide

basis, Allina shall include in its next Annual Compliance Report an explanation of the changes in services that includes an explanation of Allina's good faith efforts to retain such services.

d. During the Initial Period, Allina shall permit the scope of reproductive and gender care services available as of the Closing Date, to the extent consistent with legal standards, including applicable law, regulation, enforcement actions, Medicare Conditions of Participation, and applicable standards of care. Subject to the foregoing, Allina shall make good faith efforts in their control to maintain such existing services. Allina will report annually during the Reporting Period to the AGO on its compliance with this provision. To the extent the scope of reproductive health care or gender care services is Materially reduced, Allina shall report this in its next Annual Compliance Report along with an explanation of changes in services.

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

26. **Employee Matters.** Allina commits that, as of the Closing Date, all employees in good standing and who meet Sutter's standard hiring criteria will retain their current employment at substantially comparable compensation and benefits that such employees had immediately prior to the Closing Date, subject to the terms of Allina employee benefit plans, existing agreements with such employees, and limited exceptions set forth in the Strategic Integration Agreement.

27. **Labor Relations.** Allina shall commit to honor Allina's existing collective bargaining agreements which Allina has entered into as of the Closing Date, as agreed to in the Strategic Integration Agreement. Allina shall report annually to the AGO on the status of these commitments and shall include in its Annual Compliance Report any final determination by the National Labor Relations Board that Allina has committed an unfair labor practice in any locations in Minnesota as set forth in 29 U.S.C. § 158(a).

28. **Employee Health Care Options.** During the Initial Period, Allina commits to providing reasonably comparable or otherwise market competitive types of employee health insurance offerings that were available immediately prior to the Closing Date (taking into account any then-pending open enrollment benefits). Allina shall report to the AGO its compliance with this provision in its Annual Compliance Reports during the Initial Period.

29. **Noncompete Provisions.** Allina shall not include noncompete provisions in any employment agreements pursuant to Minn. Stat. § 181.988. For the duration of the Reporting Period, Allina will not enforce the non-competition provision in any applicable physician employment agreement that predates the effective date of Minn. Stat. § 181.988 if the physician terminates employment to join or establish an independent private practice, provided that:

a. the Allina location where the physician regularly practiced (as defined by the physician's employment agreement) is outside the seven-county metropolitan area (Hennepin, Ramsey, Anoka, Dakota, Washington, Carver, and Scott counties); and

b. Allina is the sole provider of the physician's specialty within the restricted geographic area specified in the physician's employment agreement.

For purposes of this section, "independent private practice," which may include a "health care provider" or a "health provider group practice," each as defined under Minn. Stat. § 145D.01,

means an entity owned by one or more physicians which primarily provides services to its own patients, and bills, collects, and retains all revenues for services provided to its patients. Without limiting the foregoing, an "independent private practice" shall not include practice as an employee or independent contractor of, or otherwise on behalf of or in conjunction with, any hospital, health system, integrated delivery system, practice management company or similar entity, or any parent, subsidiary, or other entity controlled by or under common control with, or having a financial relationship with, any such entity, or any successor in interest to any such entity. Allina will report to the AGO its compliance with this provision in its Annual Compliance Reports.

30. **Delivery of Care to Certain Populations.** Allina shall retain, and enhance where reasonable and subject to applicable law, the policies for and the provision of care to disadvantaged, uninsured, underinsured, and underserved populations, and populations enrolled in public health care programs across Minnesota, including but not limited to, retaining, or enhancing where reasonable and subject to applicable law, Allina's existing Charity Care and policies to provide financial assistance to qualifying patients with income at or below 275% of the federal poverty guidelines at its wholly-owned facilities where Allina directly bills for services, including, but not limited to hospitals, clinics, ambulatory surgery centers and urgent care centers. Allina will also commit to finding opportunities to enhance Allina's Charity Care policy. Allina will strengthen access to Charity Care through the implementation of the presumptive eligibility process. Allina shall deliver care to these populations without discrimination and shall continue Allina's longstanding commitments reflected in its community benefit investments, safety net medical services, and public health partnerships. Allina shall maintain participation in Medicare and Medicaid and other means-tested public health care programs. Allina shall commit to delivering care to these populations and will provide to the AGO a summary of 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 IRS Form 990 Schedule H. Allina will report annually during the Reporting Period to the AGO on its compliance with this provision.

31. **Community Benefits and Financial Assistance.** Allina shall maintain or enhance, and continue funding, all community benefit and financial assistance programs supported by Allina as of the Closing Date in accordance with Allina's applicable Community Health Needs Assessment, including programs serving disadvantaged, uninsured, underinsured, and underserved populations across Minnesota's urban, suburban, and rural communities. This includes committing to finding opportunities to enhance Allina's Charity Care policies and sustaining community health improvement initiatives; subsidized mental health and addiction treatment services; rural hospital partnerships; and investments addressing social determinants of health, and Allina will report annually to the AGO on the status of this provision during the Reporting Period.

If the overall level of community benefits or financial assistance is Materially reduced, Allina shall include in its Annual Compliance Report an explanation for the reduction and the steps taken to ensure continued access to essential medical services for affected communities, including rural communities served by Allina.

a. **Charity Care and Financial Assistance Reporting.** Allina shall report annually to the AGO a summary of Charity Care provided by Allina in terms of total dollars in financial assistance and reported on its most recently filed IRS Form 990 Schedule H as of the submission date of its Annual Compliance Report. If overall consolidated levels of Allina's Charity Care are Materially reduced in any given year, Allina shall include an

explanation, and describe efforts undertaken to preserve access to Charity Care and care for disadvantaged, uninsured, underinsured, and rural populations.

b. **Health-Professions Education and Training.** Allina shall report annually to the AGO a summary of the level of health-professions education and training investment within Minnesota, as reported in any filed state reports and IRS Form 990 Schedule H. If the overall level of such investment is Materially reduced as described above, Allina shall explain the reduction and describe the steps taken to sustain rural and regional workforce pipelines.

c. **Facility-Level and Regional Reporting.** All reports required under this section shall include data disaggregated by major Allina facilities and regions as reported in the Minnesota Hospital Annual Report, including Allina Rural Hospitals, as applicable to community-benefit or workforce-training expenditures.

32. **Bad Debt and Medical-Debt Practices.** Allina shall report annually to the AGO a summary of the levels of bad debt expenses incurred by Allina with respect to Minnesota patients in a similar manner as reported on Allina's IRS Form 990 Schedule H together with clear and transparent information describing Allina's medical debt and billing practices, including the relationship between bad debt, Charity Care eligibility, and patient affordability initiatives. The Annual Compliance Report shall describe how Allina identifies and assists patients who may be eligible for Charity Care, including presumptive eligibility determinations, and how its billing and collection practices ensure that disadvantaged, uninsured, underinsured, and underserved Minnesotans are screened for Charity Care eligibility and not inappropriately shifted into bad debt status. Nothing in this section prohibits Allina from amending policies, consistent with applicable law, that impact recorded bad debt expense unless the intent of the policy change is to reduce

Charity Care or to shift Charity Care expense to bad debt. Allina shall also describe in its Annual Compliance Report any changes to payment plan policies, medical debt management practices, or affordability initiatives, including an explanation of how such changes affect Minnesota patients, with particular attention to communities served by Allina Rural Hospitals.

33. **Participation in Government Health Programs.** Allina shall maintain Allina's participation in Medicare, Medicaid, and all other means-tested government health care programs in which Allina participates as of the Closing Date. Allina shall use commercially reasonable efforts to continue contracting with Medicare Managed Care and Medicaid Managed Care payors serving Minnesotans with which Allina contracts as of the Closing Date and shall report annually to the AGO on the status of its participation in these programs, including: (a) a list of the Medicare Managed Care and Medicaid Managed Care payors with which it is contracted; (b) any changes in such participation; and (c) the reasons for any termination, non-renewal, or material modification of such participation.

Nothing in this MOU shall require Sutter or Allina to contract with any payor upon commercially unreasonable terms, commercially unreasonable policies or procedures, or with payors lacking sufficient coverage. If Allina encounters any change in participation in government health programs in which Allina is enrolled as of the Closing Date—including any termination, non-renewal, or material modification—it shall explain in its Annual Compliance Report the reason for the change.

34. **Donor Commitments and Restricted Gifts.** Allina shall maintain and utilize all existing charitable assets of Allina and the Allina Health Foundation in accordance with the terms, conditions, restrictions, and charitable intent of the original gifts. Allina shall ensure that all donor-restricted funds, endowed funds, and other donor-directed charitable assets continue to support

Allina's mission, and benefit those for whom the charitable gifts were made in accordance with the terms, conditions, restrictions, and charitable intent of the donative agreement. Sutter may consolidate, manage, and invest the assets of the Allina Health Foundation with Sutter's system-level investment programs, but donor funds shall be accounted for separately in the donor record and will be so designated.

Allina shall report annually to the AGO on its compliance with this commitment, including confirmation that all restricted and donor directed assets have been used solely in accordance with donor intent and solely for Allina's charitable purposes. Following the Closing Date, in accordance with the Strategic Integration Agreement, the Allina Health Foundation shall remain a subsidiary of Allina and a nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code devoted exclusively to fundraising for and the support of Allina's charitable mission. It shall not be merged with, absorbed by, or governed by any Sutter-affiliated foundation, and its assets shall continue to be used exclusively to support Allina's charitable mission, community partnerships, safety net programs, and Minnesota-based initiatives.

35. **Education and Training Commitments.** Allina shall report annually to the AGO on Allina's:

a. Academic partnerships with Minnesota higher education institutions, such as Allina's current research with the University of Minnesota in the areas of rehabilitation medicine and stroke;

b. Good faith efforts to support the University of Minnesota Masonic Cancer Center towards their successful National Cancer Institute Cancer Center Support Grant renewal submission with a key focus on clinical trial expansion and access in rural communities;

c. Maintenance and continued participation in Allina's current medical education and clinical training programs, such as its current residency programs in internal medicine, family medicine, and neurology; and its current fellowship programs in vascular surgery, spine surgery, and medical oncology;

d. Partnerships with higher education institutions to develop and enhance training collaborations among Minnesota health care providers and Minnesota academic institutions, such as Allina's current cardiology fellowship with Hennepin County Medical Center, and Allina's relationship with University of Minnesota medical students who train at Allina facilities each year;

e. Rural and community based medical education pathways such as Allina's recent receipt of the Minnesota Department of Health Rural Transformation Grant to develop an integrative oncology fellowship program for rural Allina sites; and

f. Maintenance of Allina's participation in Minnesota's graduate medical education ecosystem.

Allina will explore opportunities to participate in opportunities to expand medical education and training programs across Minnesota, including additional residencies, rural training tracks, fellowships, clinician-pipeline initiatives, and collaborations modeled on rural graduate medical education programs, in order to meet Minnesota's current and emerging health care workforce needs. Allina will also explore opportunities to partner with educational and workforce organizations, including opportunities to strengthen rural health care access, advance research, and accelerate clinical innovation.

36. **Medical Staff Privileges.** Allina shall provide to the AGO annual confirmation that Allina is consistently applying its bylaws and policies to health care providers with medical staff

privileges at Allina facilities, regardless of employment status with Allina. Allina shall report annually to the AGO any material changes to Allina's bylaws or privileging policies, including an explanation of the rationale for such changes and their expected impact on Minnesota patients and providers. Allina shall provide to the AGO annual confirmation that these policies are being applied consistently and in compliance with its anti-discrimination policies.

37. **Medical Staff Bylaws and Policies.** Allina 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 applicable Allina facilities.

38. **Policies and Practices.**

a. **Non-Discrimination.** Allina shall provide to the AGO annually a copy of Allina's current non-discrimination policies. Allina shall report annually to the AGO on its adherence to such policies in accordance with federal and state law with respect to staff, patients, or other persons present in health care facilities, including recognition of tribal rights and practices. Allina will continue initiatives in health equity as reported in its Community Health Needs Assessment and provide a copy to the AGO.

b. **Appropriate Care Settings.** Allina shall maintain a policy regarding the process for addressing access to hospital-based or ambulatory treatment settings with respect to high acuity patients and shall provide annually to the AGO a copy of such policy.

39. **Meetings with the Attorney General.** During the first full calendar year following the Closing Date (beginning in 2027), Allina shall commit to having designated executive leaders of Allina, including the President of Allina/Upper Midwest Division (or their designee(s)) when possible, meet (including virtually) with the Attorney General on a quarterly basis to discuss integration, operations, and any other topics within the discretion of the Attorney General;

thereafter, for years two (2) through ten (10), such meetings will be twice per year (or fewer, at the discretion of the Attorney General). In addition, during the Reporting Period, representation from the Allina/Upper Midwest Division board will also participate annually (including virtually) in such meetings with the Attorney General.

40. **Annual Compliance Reporting.** Allina shall submit an Annual Compliance Report to the AGO that contains such information as agreed to herein, with the first Annual Compliance Report being a more limited report due by December 31, 2027 (the "Initial Annual Compliance Report"). The Initial Annual Compliance Report shall not require reporting on the following: paragraph 24, paragraph 31; paragraph 32; and any other reporting requirements qualified by "Material" or "Materially" or that otherwise rely on Allina's Minnesota Hospital Annual Report or IRS Form 990 covering January 1 through December 31, 2027. Thereafter, Annual Compliance Reports will be due by December 31 of each year during the Reporting Period. References to annual confirmation or reporting to the AGO in this MOU shall mean the Annual Compliance Report. Allina shall work with the AGO to mutually agree on a form of the Annual Compliance Report. Allina shall also provide to the AGO a copy of the Minnesota Hospital Annual Report (HAR) promptly after filing with the Minnesota Department of Health for each of Allina's applicable locations in Minnesota during the Reporting Period.

41. **Public Report.** Allina shall work with the AGO to prepare a redacted version of the Annual Compliance Report or a separate public report, which shall be available to the public within thirty (30) days of the submission of each Annual Compliance Report.

GENERAL TERMS

42. **Classification of Data.** Section 13.39 of the Minnesota Government Data Practices Act applies to information provided to the AGO and the Minnesota Department of

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

43. **Enforcement.** The AGO shall consider Sutter's and Allina's compliance with this MOU when determining whether to bring an action in the future to stop, unwind, or seek any other appropriate relief regarding the Proposed Transaction under applicable law. The AGO retains full authority to seek any and all appropriate remedies under applicable law for the duration of the Reporting Period, including but not limited to injunctive relief, divestiture, and penalties, as applicable. For the avoidance of doubt, the AGO's enforcement pursuant to this section shall not apply to Allina or Sutter facilities located outside the State of Minnesota.

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

45. Nothing in this MOU shall relieve Allina and Sutter of their obligations to comply with all applicable state and federal laws and regulations.

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

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

48. This MOU constitutes the full and complete terms of the agreement entered into by Allina and Sutter and the AGO.

49. Allina and Sutter shall notify their principals, officers, directors, agents, employees, parents, affiliates, subsidiaries, 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.

50. Allina and Sutter shall not state or imply, directly or indirectly, that the State of Minnesota or the AGO has approved of, condoned, or agreed with any conduct or actions by Allina and Sutter.

51. This MOU shall terminate following the submission of the tenth Annual Compliance Report.

KEITH ELLISON
Attorney General
State of Minnesota

Date: November 9, 2026

By: /s/ Elizabeth Odette
ELIZABETH ODETTE
Assistant Attorney General

SUTTER HEALTH

Date: November 9, 2026

By: /s/ Warner L. Thomas
Warner L. Thomas
President & Chief Executive Officer

ALLINA HEALTH SYSTEM

Date: November 9, 2026

By: /s/ Lisa Shannon
Lisa Shannon
President & Chief Executive Officer