

Exhibit A

Set forth below under the heading “The Sale Procedures” are the sale procedures (the “Sale Procedures”) to be employed in connection with the proposed sale of certain tangible and intangible assets (the “Assets”) of the Debtor Futures Behavior Therapy Center, LLC (“Futures” or the “Debtor”), in connection with the jointly administered chapter 11 cases of Futures and its three affiliates (collectively, the “Debtors”) pending in the United States Bankruptcy Court for the District of Massachusetts (the “Bankruptcy Court”), lead case number 21-40002-EDK.

The Debtor agreed to that certain asset purchase agreement, dated January 5, 2021 with FBTC Transitional Sub, LLC, a Delaware limited liability company (“FBTS”) pursuant to which FBTS will acquire the Assets on the terms and conditions specified therein (together with the schedules and related documents thereto, the “APA,” a copy of which is filed with the Bankruptcy Court). The sale transaction pursuant to the APA is subject to competitive bidding as set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the APA.

ASSETS TO BE SOLD

The Debtors seeks to consummate a sale of substantially all of the Assets, as described in Section 1.1 of the APA. The sale of the Assets is on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Debtor, its agents or estate, except to the extent set forth in the APA or in the asset purchase agreement of the Winning Bidder or Back-Up Bidder, as the case may be (as defined herein), as approved by the Bankruptcy Court. Except as otherwise provided in such approved asset purchase agreement, all of the Debtor’s right, title and interest in and to each Asset to be acquired shall be sold free and clear of all liens, claims, interests and encumbrances (collectively, the “Encumbrances”), and such Encumbrances will attach solely to the net proceeds of the sale.

THE SALE PROCEDURES

Bidding Process. The Debtor shall have the sole right to (i) determine, in consultation with the Agent and with any statutory committee appointed in the Debtors’ Chapter 11 cases (“Committee”), whether any person is a Qualified Bidder (as defined below), (ii) coordinate the efforts of Qualified Bidders in conducting their respective due diligence reviews, (iii) receive offers from Qualified Bidders, (iv) give notice to all parties with respect to the Sale Procedures and the Auction relating to the Assets, and (v) in consultation with the Agent and any Committee, evaluate, and negotiate, any bid.

Reservation of Rights. The Debtor, in consultation with the Agent and any Committee, may (i) designate, in its business judgment, which Qualified Bid (as defined below), if any, is the highest or otherwise best offer and (ii) reject at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in the Debtor’s sole discretion exercised in consultation with the Agent and the Committee, is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or the Sale Procedures, or (c) contrary to the

best interests of the Debtor, its estate and creditors. The Debtor reserves the right to withdraw the Sale Motion at any time prior to Bankruptcy Court approval of the Proposed Sale, subject, however, to the rights of FBTS under the APA.

Due Diligence. Unless a specific exception is granted by the Debtor, in consultation with the Agent and any Committee, each bidder must complete all required due diligence prior to the submission of its bid. The Debtor will continue to provide due diligence information to potential bidders who so request by contacting Eric Coburn of Duff & Phelps, Telephone: (917) 692-6283, Email: Eric.Coburn@duffandphelps.com. The Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein) or to any person that the Debtor, in consultation with the Agent and any Committee, determines is not reasonably likely to be a Qualified Bidder. The Debtor will condition due diligence disclosures upon a bidder's execution of a confidentiality agreement in a form satisfactory to the Debtor.

Minimum Amount of Competing Bids. Any competing offer to acquire the Assets must have a value of not less than \$450,000 more than the cash purchase price (\$7,500,000) payable by FBTS under the APA. The Debtor will take into account any assumed liabilities and any adjustments to nominal cash purchase price components of competing bids to compare competing bids on their economic terms and their value to the Debtor and its creditors. Notably, the Debtor will take into consideration a bidder's experience in providing behavioral health services and their prospects for reasonably prompt approval for necessary licenses and certificates to operate Futures' behavioral health business.

Required Bid Documents. . Unless otherwise indicated below, all competing bids must include the following information/documents (the "Required Bid Documents"), which must be received by the Bid Recipients (as defined below) by the Bid Deadline:

- A legally-binding offer to purchase substantially all of the Assets, pursuant to a proposed asset purchase agreement (an "Asset Purchase Agreement") that is in the form of the APA and contains substantially all of the terms and conditions contained in the APA (except for an increased purchase price) and otherwise contains terms in the aggregate that are no less favorable to the Debtor's estate than those of the APA, as determined by the Debtor, in consultation with the Agent and any Committee, marked with any proposed changes from the APA (from which Sections 6.5 and 6.11 shall be deemed omitted and inapplicable to any competing bid) and providing for the offeror's purchase of the Assets on an "as is, where is" basis, for a purchase price consideration (consisting of cash and assumed liabilities) having a value of not less than \$7,950,000.00 (the "Initial Minimum Bid") and not subject to any contingencies other than entry of an order of the Bankruptcy Court authorizing the Debtor's sale of the

Assets free and clear of liens, claims and interests in form and substance customary for Section 363 asset sales of similar nature, and the regulatory approvals and other closing conditions specified in the APA and the Sale Motion;

- A certified check or wire transfer representing a good faith deposit (the “Deposit”), in the amount of \$375,000, payable to the order of Casner & Edwards, LLP, the Debtor’s attorneys, who will deposit and hold the Deposit in escrow pending the completion of the sale process and the disposition of the Deposit pursuant to the bidder’s Asset Purchase Agreement and the Sale Procedures;
- Written evidence satisfactory to the Debtor and Agent of the bidder’s ability to consummate its proposed purchase of the Assets;
- Full disclosure of the identity of each entity that will be participating in such bid, including any proposed designee(s). Further, each bid must provide sufficient financial and other information regarding both the bidder and all other parties participating in the bid to satisfy the Debtor and Agent with respect to the requirements enumerated in Section 363(m) of the Bankruptcy Code or as otherwise provided for elsewhere herein;
- Written evidence that the bidder has obtained authorization and approval from its Board of Directors (or comparable governing body) with respect to the submission of its offer, or a representation that no such authorization and approval is required;
- Evidence of the qualifications and capacity of the bidder to obtain the necessary licenses and certifications necessary to proceed to a closing of the Proposed Sale;
- Identification of the Assumed Contracts that the Qualified Bidder wishes to assume and details of the Qualified Bidder’s ability to provide adequate assurance of future performance to the counterparties to such Assumed Contracts;
- The bidder’s acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Asset Purchase Agreement; and (iv) is not entitled to any

expense reimbursement, break-up fee, or similar type of payment in connection with its bid; and

- It contains such other information as may be reasonably requested by the Debtor, in consultation with the Agent and any Committee.

Bid Deadline. To be considered a timely bid, the bid containing the Required Bid Documents **must be delivered so as to be received not later than 4:00 p.m. (prevailing Eastern time) on February 3, 2021 (the “Bid Deadline”)** by the following advisors to the Debtors and the Agent (the “Bid Recipients”):

Debtors’ Counsel

Casner & Edwards, LLP
Attn: Michael J. Goldberg, Esq.
303 Congress Street
Boston, MA 02210
E-mail: goldberg@casneredwards.com

Debtors’ Investment Banker

Duff & Phelps Securities, LLC
Attn: Eric Coburn
55 East 52nd Street
Floor 31
New York, NY 10055
E-mail: Eric.Coburn@duffandphelps.com

Agent’s Counsel

Katten Muchin Rosenman LLP
Attn: Paul T. Musser, Esq.
525 W. Monroe Street
Chicago, IL 60661-3693
E-mail: paul.musser@katten.com

Qualified Bids. To constitute a “Qualified Bid” the proposal must include each of the Required Bid Documents listed above, be accompanied by the required \$375,000 deposit (which must be delivered to Debtors’ Counsel with the bid), and:

- Be timely received by the Bid Recipients.
- Provide information satisfactory to the Debtor and the Agent that the bidder is reasonably likely to be able to consummate the proposed transaction if selected as the Winning Bidder.
- Not be subject to or conditioned upon any financing contingencies.
- Not be conditioned on the outcome of due diligence.

- Be binding on each entity or partner participating in the bid.
- Not request or entitle the bidder to any breakup fee, termination fee, expense reimbursement or similar type of payment.
- Provide for the closing of such transaction within a time frame that is no longer than the time frame provided for by the APA, except as may otherwise be agreed to by the Debtor in consultation with the Agent and any Committee.
- Contain written evidence of the qualifications and capacity of the bidder to obtain the necessary licenses and certifications necessary to proceed to a closing of the Proposed Sale.

A bidder that submits a Qualified Bid will, subject to the Debtor's determination exercised in consultation with the Agent and the Committee be a "Qualified Bidder". The offer of FBTS set forth in the APA is deemed to constitute a Qualified Bid and FBTS is deemed to be a Qualified Bidder with respect to any Auction (as defined below). The Debtor, in consultation with the Agent and any Committee, may modify one or more of the Qualified Bid requirements as to any one or more bidders, but is not required to do so.

The Debtors shall, not later than February 4, 2021, notify any party submitting a bid of its determination that such bid is not a Qualified Bid (a "Disqualified Bidder"), and such Disqualified Bidder shall have until February 8, 2021 at 12:00 p.m. to object to such disqualification by filing such objection with the Bankruptcy Court.

Irrevocability of Bids. Bids shall be deemed irrevocable offers to acquire the Assets and shall remain irrevocable and subject to acceptance by the Debtor until the Debtor, in consultation with the Agent, have designated the Winning Bid and the Back-Up Bid (each described below) and the Bankruptcy Court has approved the Debtor's acceptance of the Winning Bid and designation of the Back-Up Bid, at which time any other bids shall be deemed rejected and such rejected bidders' Deposits returned.

Notification of Qualified Bidders; No Qualified Bids. Promptly after the Bid Deadline, but in no event later than February 4, 2021, the Debtor, in consultation with the Agent and any Committee, shall determine, and notify each bidder by February 4, 2021, whether such bidder has submitted acceptable Required Bid Documents such that it is deemed a Qualified Bidder. If the Debtor does not receive any Qualified Bids other than the APA, the Debtor will not hold an auction, FBTS will be named the Winning Bidder (as defined below) upon the expiration of the Bid Deadline, and the Debtor shall seek approval of the sale of the Assets to FBTS pursuant to the APA at the Sale Hearing.

Auction. After the Bid Deadline, the Debtor in consultation with the Agent shall review each Qualified Bid on the basis of financial and contractual terms and the factors relevant

to the transaction process, including those factors affecting the speed and certainty of consummating the proposed transaction, and may negotiate with Qualified Bidders regarding improvements or alterations of their bids. If at least two Qualified Bids (including FBTS's Qualified Bid pursuant to the APA) are submitted, then, after all such bids have been so reviewed and negotiated, the Debtor shall conduct an auction (the "Auction") with respect to the Proposed Sale. Each Qualified Bidder shall at the commencement of the Auction be required to confirm that it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the Sale. **The Auction shall take place beginning at 10:00 a.m. (prevailing Eastern Time) on February 10, 2021 and will be hosted by the Debtor and/or its professionals at such location(s) and/or through such means as the Debtor and its professionals determine are most appropriate to the circumstances presented, including without limitation the number and location of Qualified Bidders and the circumstances surrounding COVID-19 and governmental responses thereto. The Debtor currently expects that the Auction will be conducted through a videoconference involving Qualified Bidders, utilizing Zoom or a similar videoconference service. The Debtor shall notify all Qualified Bidders who have submitted Qualified Bids of the arrangements for the Auction once determined.** Only the Debtor, FBTS, any other Qualified Bidder that has timely submitted a Qualified Bid and is eligible to participate at the Auction, Agent, and counsel and the advisors to each of the foregoing shall be permitted to attend the Auction. At the Auction, each Qualified Bidder's auction bid(s) shall be deemed to be on the same terms and conditions as such bidder's Qualified Bid as set forth in its Asset Purchase Agreement, except for the specific changes stated in any bid (e.g., increased offer price, assumption of liabilities, waiver of conditions, etc.) and otherwise as expressly agreed upon by the Debtor in consultation with the Agent and any Committee.

Conduct of the Auction. The Debtor may, in consultation with the Agent, from time to time waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction provided that such rules are: (i) not inconsistent with the Sale Procedures Order, the APA, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the local rules of the Bankruptcy Court, or any order of the Bankruptcy Court entered in connection with the Debtors' chapter 11 cases, and (ii) disclosed to each Qualified Bidder. Subject to the Debtor's fiduciary duties as debtor and debtor-in-possession, the Debtor will present, and request Bankruptcy Court approval of, the Winning Bid (as defined below) at the Sale Hearing.

Minimum Bid Increment. As required by the APA, the minimum bid increment at the Auction after the Initial Minimum Bid will be \$100,000.00.

Selection of Winning Bid and Back-Up Bid. At the conclusion of the Auction, the Debtor, in consultation with the Agent, will designate, and then announce, the highest or otherwise best bid for the Assets (the "Winning Bid") and the Qualified Bidder submitting such bid (the "Winning Bidder"). The Debtor will also, in consultation with the Agent, designate the second-best bid to constitute the back-up bid in case the

Winning Bidder fails to consummate the Proposed Sale (the “Back-Up Bid”), and the Qualified Bidder submitting such bid (the “Back-Up Bidder”). The Debtor’s designation of the Winning Bid, Winning Bidder, Back-Up Bid, and Back-Up Bidder is subject to approval of the Bankruptcy Court through entry of an order so providing following the conclusion of the hearing to consider approval of the Sale Motion and the Proposed Sale (the “Sale Hearing”). Upon entry of such approval order (the “Sale Order”), the Proposed Sale shall be consummated as provided by and pursuant to the terms and conditions of the Winning Bidder’s Asset Purchase Agreement (as it may be modified to reflect the Winning Bid and any related agreements between the Winning Bidder and the Debtor approved by the Sale Order). The Back-Up Bid shall remain open for acceptance by the Debtor until the first to occur of (i) closing under the Winning Bidder’s Asset Purchase Agreement or (ii) the passage of ninety (90) days after the date of entry of the Sale Order; provided, however, after the passage of thirty (30) days from the date of entry of the Sale Order, the Back-Up Bidder may seek an order of the Bankruptcy Court terminating the Back-Up Bid for cause. If the Winning Bidder defaults, then, upon the Debtor’s acceptance of the Back-Up Bid pursuant to the Sale Order, the Debtor and the Back-Up Bidder shall proceed to closing under the Back-Up Bidder’s Asset Purchase Agreement, including as it may be modified by agreement of the Debtor and the Back-Up Bidder consistent with the Sale Order.

Acceptance of Qualified Bid. The Debtor, in consultation with the Agent, intends to seek approval of the highest or otherwise best Qualified Bid received. The Debtor’s presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute the Debtor’s acceptance of the bid. The Debtor will have accepted a bid only when the bid has been approved by the Bankruptcy Court and the Debtor has executed the final form of the Asset Purchase Agreement embodying the sale of the Assets as approved by the Bankruptcy Court pursuant to the Sale Order.

Return of Deposits. All Deposits shall be returned to each bidder not selected by the Debtor as the Winning Bidder or the Back-Up Bidder (as defined below) no later than five (5) business days following the conclusion of the Auction.

SALE HEARING

The Sale Hearing will be held as provided by the Order of the Bankruptcy Court approving the foregoing Sale Procedures.