

State of New Hampshire

Department of State

OFFICE OF SECRETARY OF STATE

CERTIFIED COPY

I, David M. Scanlan, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of AMENDMENT(12/30/2016), BUSINESS FORMATION(11/21/2016) as a New Hampshire Nonprofit Corporation of GRANITEONE HEALTH as filed in this office and held in the custody of the Secretary of State. Documents may be subject to redactions according to New Hampshire RSA 91A.

Business ID: **760838**

Certificate Number: **4623384**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of December A.D. 2019.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a large, stylized flourish.

David M. Scanlan

Deputy Secretary of State

Recording Fee: \$25.00
Use black print or type.
Leave 1" margins both sides

**AFFIDAVIT OF AMENDMENT
OF
GRANITEONE HEALTH**

A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Timothy Sullivan, the undersigned, being the Secretary (Note 2) of GraniteOne Health, a New Hampshire nonprofit corporation ("GraniteOne"), do hereby certify that a unanimous consent resolution was signed by the Board of Trustees of GraniteOne on December 19, 2016 for the purpose of amending the Articles of Agreement, as follows: (Note 2)

Articles II, III and VIII of the Articles of Agreement, shall be replaced in their entirety with Articles II, III and VIII; Articles I, IV, V, VI, VII, IX, X, XI, XII and XIII shall be included, as set out hereafter.

I further certify that after such amendments, the Articles of Agreement shall read as follows:

ARTICLE I – NAME

The name of this corporation shall be GraniteOne Health ("GraniteOne").

ARTICLE II – PURPOSE

GraniteOne is organized exclusively for charitable, educational, religious or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding successor section of any future federal tax code ("Code"). GraniteOne shall be the sole member of Huggins Hospital and Monadnock Community Hospital and a co-member, together with CMC Healthcare System, of Catholic Medical Center (Huggins Hospital, Monadnock Community Hospital and Catholic Medical Center are collectively referred to herein as the "Affiliated Hospitals"). The Affiliated Hospitals are each New Hampshire voluntary corporations and recognized Section 501(c)(3) charitable organizations which are publically supported in accordance with Section 509(a)(1) of the Code. GraniteOne is operated, supervised and controlled by the Affiliated Hospitals and shall serve as a "supporting organization" within the meaning of Section 509(a)(3) of the Code to each of the Affiliated Hospitals. In furtherance of these principal purposes GraniteOne is established to:

Promote cost savings, efficiencies and quality improvements in the provision of healthcare services to the communities served by each of the Affiliated Hospitals;

Recording Fee: \$25.00
Use black print or type.
Leave 1" margins both sides

Form No. NP 3
RSA 2927

**AFFIDAVIT OF AMENDMENT
OF
GRANITEONE HEALTH**

A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Timothy Sullivan, the undersigned, being the Secretary (Note 2) of GraniteOne Health, a New Hampshire nonprofit corporation ("GraniteOne"), do hereby certify that a unanimous consent resolution was signed by the Board of Trustees of GraniteOne on December 19, 2016 for the purpose of amending the Articles of Agreement, as follows: (Note 2)

Articles II, III and VIII of the Articles of Agreement, shall be replaced in their entirety with Articles II, III and VIII; Articles I, IV, V, VI, VII, IX, X, XI, XII and XIII shall be included, as set out hereafter.

I further certify that after such amendments, the Articles of Agreement shall read as follows:

ARTICLE I – NAME

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ARTICLE II – PURPOSE

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Promote cost savings, efficiencies and quality improvements in the provision of healthcare services to the communities served by each of the Affiliated Hospitals;

Preserve the charitable missions of each of the Affiliated Hospitals and to protect the ability of the Affiliated Hospitals to perform their existing charitable missions in the future by creating a regional healthcare network that will allow the Affiliated Hospitals to collectively face their current challenges in a way that would not be possible independently;

Integrate the management, administrative and clinical functions of the Affiliated Hospitals in a manner that will align the missions, clinical services, and economic interests of the Affiliated Hospitals, and will create an integrated healthcare system that will allow for greater coordination of care, implementation of best practices, elimination of inefficiencies and collaborative regional planning, all of which will improve the quality and reduce the cost of care for the communities served by the Affiliated Hospitals; and

Enhance the charitable missions of each the Affiliated Hospitals by: (1) developing a clinical integration program to evaluate and modify provider practices; (2) creating a high degree of interdependence and cooperation to control costs; (3) ensuring quality of care and greater patient access to care; and (4) broadening the charitable missions of the Affiliated Hospitals collectively to the communities served by the Affiliated Hospitals.

ARTICLE III – POWERS

Solely in furtherance of those purposes that qualify GraniteOne as exempt from federal income tax pursuant to Section 501(c)(3) of the Code, GraniteOne is authorized to undertake the following activities:

To conduct the businesses and activities authorized hereby in such place or places as it may by its Board of Trustees choose and determine, and in that regard to apply for, procure and execute such authorizations, forms, documents and writings, and to pay such fees or charges, as may be necessary under the applicable law of any jurisdiction to the conduct of GraniteOne's charitable activities therein;

To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge or otherwise dispose of, turn to account or deal with all or any part of the property of GraniteOne and from time to time to vary any investment or employment of capital of GraniteOne;

To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, without limit as to amount, and to secure the same by mortgage, pledge or otherwise; and generally to make and perform agreements and contracts of every kind and description, including contracts of guaranty and suretyship;

To lend money for its charitable purposes, invest and reinvest its funds, and take, hold and deal with real and personal property as security for the payment of funds which are loaned or invested;

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, lease, exchange, convey, mortgage or

otherwise dispose of lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed;

To pay pensions and establish and carry out pension, retirement, benefit, incentive plans, trusts and provisions for any or all of its employees, and to provide insurance for its benefit on the life or disability of any of its employees;

To acquire by purchase, subscription or otherwise and to hold for investment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds or any other obligations or securities of any corporation or corporations and to exercise all the rights, powers and privileges of ownership therefor, and to exercise any and all voting powers thereon;

To execute guarantees of indebtedness of any of its affiliated non-profit corporations which are also qualified as organizations exempt from federal income tax pursuant to Section 501(c)(3) of the Code, as from time to time required by bondholders, banks or lending institutions;

To receive and accept public and private gifts, grants, loans and other funds in furtherance of the purposes of GraniteOne, and generally to do and perform such other acts and to exercise such other powers as may be authorized or permitted pursuant to the law;

To indemnify and reimburse officers, trustees, employees and agents of GraniteOne for such costs, expenses and liabilities as may be sustained by such indemnified parties as a consequence of their relationship with GraniteOne; provided, however, that the person to be indemnified shall not have been finally adjudged by a court or agency of competent jurisdiction and venue not to have acted in good faith and the reasonable belief that his or her action or failure to act was in or not opposed to the best interests of GraniteOne; and

To do everything necessary, suitable, or proper for the accomplishment, attainment, or furtherance of, to do every other act or thing incidental to, appurtenant to, growing out of, or connected with, the purposes, objects, or powers set forth in these Articles of Agreement, whether alone or in association with others; to possess all the rights, powers, and privileges now or hereafter conferred by the laws of the State of New Hampshire upon a voluntary corporation organized under the provisions of Revised Statutes Annotated of New Hampshire, Chapter 292, as amended, and, in general, to carry on any of the activities and to do any of the things herein set forth to the same extent and as fully as a natural person might or could do; provided that nothing herein set forth shall be construed as authorizing GraniteOne to possess any purpose, object, or power, or to do any act or thing forbidden of any organization exempt from federal income tax pursuant to Section 501(c)(3) of the Code which would threaten GraniteOne's tax exempt status.

ARTICLE IV – NO AUTHORITY

GraniteOne is a secular organization serving Catholic and non-Catholic Affiliated Hospitals. In order to serve both Catholic and non-Catholic Affiliated Hospitals, GraniteOne shall not have the power to require any Catholic healthcare organization it serves to violate the *Ethical and Religious Directives for Catholic Health Care Services* of the United States Conference of Catholic Bishops (“ERDs”); neither shall it have the power to require any non-Catholic organization it serves to comply with the ERDs. More specifically, GraniteOne shall not have the power to authorize or make and implement any decision with regard to, or itself engage in, actions, policies, procedures or practices that are against the teachings of the Catholic Church or in violation of the ERDs. The ERDs do not govern the non-Catholic Affiliated Hospitals. The ERDs, the teachings of the Roman Catholic Bishops of the United States of America and the Holy See, as interpreted by the Roman Catholic Bishop of Manchester, New Hampshire govern the Catholic Affiliated Hospitals.

ARTICLE V – RESERVED POWERS

GraniteOne shall have reserved powers to approve certain actions by the Boards of Trustees of the Affiliated Hospitals, as set forth in the Bylaws of GraniteOne and each of the Affiliated Hospitals’ Articles of Agreement, as may be amended from time to time, and Bylaws, as may be amended from time to time (“Reserved Powers”). The Reserved Powers shall be in the nature of ratification rights and may not be exercised by the GraniteOne Board of Trustees to initiate or require actions by the Affiliated Hospitals.

ARTICLE VI - MEMBERSHIP

GraniteOne has no members. The affairs of GraniteOne shall be managed by a Board of Trustees initially elected by the incorporators and thereafter elected from time to time in accordance with the Bylaws.

ARTICLE VII – BYLAWS

The procedures and policies for the internal governance of GraniteOne shall be as set forth in the Bylaws.

ARTICLE VIII - DISPOSITION OF ASSETS

The provisions for the disposition of the corporate assets in the event of dissolution of GraniteOne are:

In the event of the complete termination or complete dissolution of GraniteOne, in any manner or for any reason whatsoever, its remaining assets after payment of all debts and obligations of GraniteOne, if any, shall be distributed to each of the Affiliated Hospitals provided that the Affiliated Hospitals shall be recognized as Section 501(c)(3) tax-exempt organizations. The allocation of any such distributed assets to the Affiliated Hospitals shall be determined by the Board of Trustees of GraniteOne. Any such assets not so disposed of by distribution to the

Affiliated Hospitals shall be disposed by the GraniteOne Board of Trustees, at the Board of Trustees discretion. Any remaining assets not so disposed of by the GraniteOne Board of Trustees shall be disposed of by a court of competent jurisdiction and venue of the county in which the principal office of GraniteOne is located, exclusively for such purposes or to such organization or organizations as the court shall determine are organized and operated exclusively for such purposes.

ARTICLE IX - ADDRESS

The address at which the business of GraniteOne is to be carried on is 100 McGregor Street, Manchester, New Hampshire 03102.

ARTICLE X - CAPITAL STOCK

The amount of capital stock, if any or the number of shares is: None.

ARTICLE XI – PROHIBITED ACTIVITIES

1. No part of the net earnings of GraniteOne shall inure to or for the benefit of, or be distributable to its trustees, officers, or other private persons, except that GraniteOne shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.
2. No substantial part of the activities of GraniteOne shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and GraniteOne shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
3. Notwithstanding any other provision of these Articles of Agreement, GraniteOne shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE XII - LIMITATION OF LIABILITY

No trustee or officer or person serving in both such capacities shall have any personal liability to GraniteOne or the Affiliated Hospitals for monetary damages, for breach of fiduciary duty as a trustee and officer, or both, except with respect to:

1. Any breach of the trustee's or officer's duty of loyalty to GraniteOne or the Affiliated Hospitals.
2. Acts or omissions which are not in good faith or which involved intentional misconduct or a knowing violation of law.

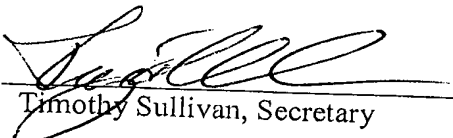
3. Any transaction from which the trustee, officer or both derived an improper personal benefit.

ARTICLE XIII - INCORPORATORS

The names and post office addresses of each of the persons who associated together to form GraniteOne were:

John A. Malmberg	45 S. Main St., Suite 400, Concord, New Hampshire 03301
Connie Boyles Lane	45 S. Main St., 4 th Floor, Concord, New Hampshire 03301
Julianna DiGesù	45 S. Main St., 4 th Floor, Concord, New Hampshire 03301
Julie R. Morse	45 S. Main St., 4 th Floor, Concord, New Hampshire 03301
Zachary D. Bland	45 S. Main St., 4 th Floor, Concord, New Hampshire 03301

[Signature Page Follows]

A true record, attest: 
Timothy Sullivan, Secretary

Date signed: December 19, 2016

- Notes:
1. Clerk, secretary or other officer.
 2. Enter either "Board of Directors" or "Trustees".

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N. Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rom 317, 25 Capital St, Concord, NH

File a copy with Clerk of the town/city of the principal place of business.

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Recording Fee: \$25.00 (Note 1)
Use black print or type.
Leave 1" margins both sides

**ARTICLES OF AGREEMENT
OF
GRANITEONE HEALTH
A NEW HAMPSHIRE NONPROFIT CORPORATION**

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING ARTICLES:

ARTICLE I - NAME

The name of this Corporation shall be GraniteOne Health ("GraniteOne").

ARTICLE II - PURPOSE

GraniteOne is organized exclusively for charitable, educational, religious or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding successor section of any future federal tax code (the "Code"), and to be the sole member and serve as a "supporting organization" within the meaning of Section 509(a)(3) of the Code to Huggins Hospital and Monadnock Community Hospital, each New Hampshire voluntary corporations and recognized Section 501(c)(3) charitable organizations and public charities described in Section 509(a)(1) of the Code, and other health care organizations of which GraniteOne may become a member (collectively, the "Affiliated Hospitals"). In furtherance of these purposes, GraniteOne is established to:

Promote cost savings, efficiencies and quality improvements in the provision of healthcare services to the communities served by each of the Affiliated Hospitals;

Preserve the charitable missions of each of the Affiliated Hospitals and to protect the ability of the Affiliated Hospitals to perform their existing charitable missions in the future by creating a regional healthcare network that will allow the Affiliated Hospitals to collectively face their current challenges in a way that would not be possible independently;

Integrate the management, administrative and clinical functions of the Affiliated Hospitals in a manner that will align the missions, clinical services, and economic interests of the Affiliated Hospitals, and will create an integrated healthcare system that will allow for greater coordination of care, implementation of best practices, elimination of inefficiencies and collaborative regional

planning, all of which will improve the quality and reduce the cost of care for the communities served by the Affiliated Hospitals; and

Enhance the charitable missions of each the Affiliated Hospitals by: (1) developing a clinical integration program to evaluate and modify provider practices; (2) creating a high degree of interdependence and cooperation to control costs; (3) ensuring quality of care and greater patient access to care; and (4) broadening the charitable missions of the Affiliated Hospitals collectively to the communities served by the Affiliated Hospitals.

GraniteOne is controlled by the Affiliated Hospitals, which are organizations described in Section 509(a)(1) of the Code, within the meaning of Section 509(a)(3)(B)(i) of the Code.

ARTICLE III - POWERS

Solely in furtherance of those purposes that qualify GraniteOne as exempt from federal income tax pursuant to Section 501(c)(3) of the Code, GraniteOne is authorized to undertake the following activities:

To conduct the businesses and activities authorized hereby in such place or places as it may by its Board of Trustees choose and determine, and in that regard to apply for, procure and execute such authorizations, forms, documents and writings, and to pay such fees or charges, as may be necessary under the applicable law of any jurisdiction to the conduct of GraniteOne's charitable activities therein;

To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge or otherwise dispose of, turn to account or deal with all or any part of the property of GraniteOne and from time to time to vary any investment or employment of capital of GraniteOne;

To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, without limit as to amount, and to secure the same by mortgage, pledge or otherwise; and generally to make and perform agreements and contracts of every kind and description, including contracts of guaranty and suretyship;

To lend money for its charitable purposes, invest and reinvest its funds, and take, hold and deal with real and personal property as security for the payment of funds to loaned or invested;

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, lease, exchange, convey, mortgage or otherwise dispose of lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed;

ARTICLES OF AGREEMENT OF
GRANITEONE HEALTH
A NEW HAMPSHIRE NONPROFIT CORPORATION

Form No. NP 1 (Cont'd.)

To pay pensions and establish and carry out pension, retirement, benefit, incentive plans, trusts and provisions for any or all of its employees, and to provide insurance for its benefit on the life or disability of any of its employees;

To acquire by purchase, subscription or otherwise and to hold for investment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds or any other obligations or securities of any corporation or corporations and to exercise all the rights, powers and privileges of ownership therefor, and to exercise any and all voting powers thereon;

To execute guarantees of indebtedness of any of its affiliated non-profit corporations which are also qualified as organizations exempt from federal income tax pursuant to Section 501(c)(3) of the Code, as from time to time required by bondholders, banks or lending institutions;

To receive and accept public and private gifts, grants, loans and other funds in furtherance of the purposes of GraniteOne, and generally to do and perform such other acts and to exercise such other powers as may be authorized or permitted pursuant to the law;

To indemnify and reimburse officers, trustees, employees and agents of GraniteOne for such costs, expenses and liabilities as may be sustained by such indemnified parties as a consequence of their relationship with GraniteOne; provided, however, that the person to be indemnified shall not have been finally adjudged by a court or agency of competent jurisdiction and venue not to have acted in good faith and the reasonable belief that his or her action or failure to act was in or not opposed to the best interests of GraniteOne; and

To do everything necessary, suitable, or proper for the accomplishment, attainment, or furtherance of, to do every other act or thing incidental to, appurtenant to, growing out of, or connected with, the purposes, objects, or powers set forth in these Articles of Agreement, whether alone or in association with others; to possess all the rights, powers, and privileges now or hereafter conferred by the laws of the State of New Hampshire upon a voluntary corporation organized under the provisions of Revised Statutes Annotated of New Hampshire, Chapter 292, as amended, and, in general, to carry on any of the activities and to do any of the things herein set forth to the same extent and as fully as a natural person might or could do; provided that nothing herein set forth shall be construed as authorizing GraniteOne to possess any purpose, object, or power, or to do any act or thing forbidden of any organization exempt from federal income tax pursuant to Section 501(c)(3) of the Code which would threaten GraniteOne's tax exempt status.

ARTICLE IV – NO AUTHORITY

GraniteOne is a secular organization. GraniteOne and the Affiliated Hospitals, however, desire to enable Catholic affiliated healthcare organizations to join GraniteOne in the future. In order to serve both Catholic and non-Catholic Affiliated Hospitals, GraniteOne shall not have the power to require any Catholic healthcare organization it serves to violate the *Ethical and Religious Directives for Catholic Health Care Services* of the United States Conference of Catholic Bishops (the “ERDs”); neither shall it have the power to require any non-Catholic organization it serves to comply with the ERDs. More specifically, GraniteOne shall not have the power to authorize or make and implement any decision with regard to, or itself engage in, actions, policies, procedures or practices that are against the teachings of the Catholic Church or in violation of the ERDs. The ERDs, however, do not govern GraniteOne or non-Catholic Affiliated Hospitals.

ARTICLE V – RESERVED POWERS

GraniteOne shall have reserved powers to approve certain actions by the Boards of Trustees of the Affiliated Hospitals, as set forth in the Bylaws of GraniteOne and each of the Affiliated Hospitals’ Articles of Agreement and Bylaws, as may be amended from time to time (the “Reserved Powers”). The Reserved Powers shall be in the nature of ratification rights and may not be exercised by the GraniteOne Board of Trustees to initiate or require actions by the Affiliated Hospitals.

ARTICLE VI - MEMBERSHIP

GraniteOne has no members. The affairs of GraniteOne shall be managed by a Board of Trustees initially elected by the incorporators and thereafter elected from time to time in accordance with the Bylaws.

ARTICLE VII – BYLAWS

The procedures and policies for the internal governance of GraniteOne shall be as set forth in the Bylaws.

ARTICLE VIII - DISPOSITION OF ASSETS

The provisions for the disposition of the corporate assets in the event of dissolution of GraniteOne are:

In the event of the complete termination or complete dissolution of GraniteOne, in any manner or for any reason whatsoever, its remaining assets after payment of all debts and obligations of GraniteOne, if any, shall be distributed to each of the Affiliated Hospitals provided

that the Affiliated Hospitals shall be recognized as Section 501(c)(3) tax-exempt organizations. The allocation of any such distributed assets to the Affiliated Hospitals shall be determined by the Board of Trustees of GraniteOne. Any such assets not so disposed of by distribution to the Affiliated Hospitals shall be disposed of by the GraniteOne Board of Trustees, at the Board of Trustees discretion. Any remaining assets not so disposed of by the GraniteOne Board of Trustees shall be disposed of by a court of competent jurisdiction and venue of the county in which the principal office of GraniteOne is located, exclusively for such purposes or to such organization or organizations as the court shall determine are organized and operated exclusively for such purposes.

ARTICLE IX- ADDRESS

The address at which the business of GraniteOne is to be carried on is 45 S. Main Street, P.O. Box 3550, Concord, New Hampshire 03302-3550, Attn: Connie Boyles Lane, Esq.

ARTICLE X - CAPITAL STOCK

The amount of capital stock, if any or the number of shares is: None.

ARTICLE XI – PROHIBITED ACTIVITIES

1. No part of the net earnings of GraniteOne shall inure to or for the benefit of, or be distributable to its trustees, officers, or other private persons, except that GraniteOne shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.
2. No substantial part of the activities of GraniteOne shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and GraniteOne shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
3. Notwithstanding any other provision of these Articles of Agreement, GraniteOne shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE XII - LIMITATION OF LIABILITY

No trustee or officer or person serving in both such capacities shall have any personal liability to GraniteOne or the Affiliated Hospitals for monetary damages, for breach of fiduciary duty as a trustee and officer, or both, except with respect to:

ARTICLES OF AGREEMENT OF
GRANITEONE HEALTH
A NEW HAMPSHIRE NONPROFIT CORPORATION

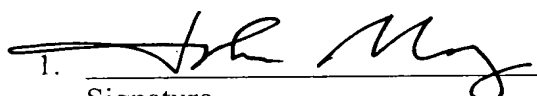
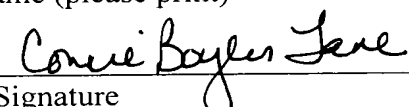
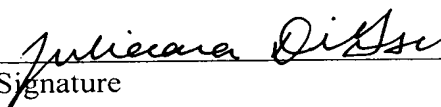
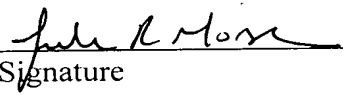
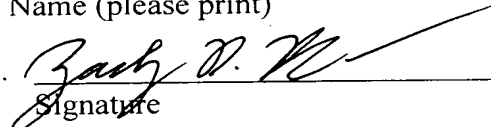
Form No. NP 1 (Cont'd.)

1. Any breach of the trustee's or officer's duty of loyalty to GraniteOne or the Affiliated Hospitals.
2. Acts or omissions which are not in good faith or which involved intentional misconduct or a knowing violation of law.
3. Any transaction from which the trustee, officer or both derived an improper personal benefit.

[Signature Page Follows]

ARTICLE XIII - INCORPORATORS

The signatures and post office addresses of each of the persons associating together to form GraniteOne are:

<u>Signature and Name</u>	<u>Post Office Address</u>
1.  Signature <u>JOHN MALMBERG</u> Name (please print)	<u>45 S. Main St, Suite 400,</u> Street <u>Concord NH 03301</u> City/Town State Zip
2.  Signature <u>Connie Boyles Lane</u> Name (please print)	<u>45 S. Main St., 4th Floor</u> Street <u>Concord NH 03301</u> City/Town State Zip
3.  Signature <u>Juliaana Difresu</u> Name (please print)	<u>45 S. Main St, 4th Floor</u> Street <u>Concord NH 03301</u> City/Town State Zip
4.  Signature <u>Julie Morse</u> Name (please print)	<u>45 S. Main St., 4th Floor</u> Street <u>Concord NH 03301</u> City/Town State Zip
5.  Signature <u>Zachary D. Bland</u> Name (please print)	<u>45 S. Main Street, 4th Floor</u> Street <u>Concord NH 03301</u> City/Town State Zip

ARTICLES OF AGREEMENT OF
GRANITEONE HEALTH
A NEW HAMPSHIRE NONPROFIT CORPORATION

Form No. NP 1 (Cont'd.)

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Notes: 1. If no provision eliminating or limiting personal liability, insert "NONE".
2. At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord NH 03301-4989.
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH 03301.

Form NP-1 (9/2015)

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