

APPENDIX E

Combination Agreement

COMBINATION AGREEMENT

by and between

SOLUTIONHEALTH, INC.

and

HOME HEALTH AND HOSPICE CARE

Executed: July 12, 2021

Table of Contents

ARTICLE 1 STATEMENT OF COMMON PURPOSE	2
1.1 Statement of Purpose of Combination	2
1.2 Statement of Common Objectives	2
ARTICLE 2 TERMS OF COMBINATION	3
2.1 SH Shall Become the Sole Member of HHHHC	3
2.2 HHHHC Shall Become an Affiliate in the SH Network	4
ARTICLE 3 CLOSING	7
3.1 Closing	7
3.2 Transactions to be Effected at the Closing	8
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF HHHHC	8
4.1 Organization and Good Standing; Affiliates	9
4.2 Authorization; Valid and Binding Agreement	9
4.3 Capitalization	9
4.4 No Conflicts; Consents	9
4.5 Financial Statements; Accounts Receivable; Related Persons	10
4.6 Taxes; Charitable Status	11
4.7 Compliance with Law; Permits	12
4.8 Personal Property; Equipment	12
4.9 Real Property	13
4.10 Intellectual Property; Data Security	13
4.11 Absence of Certain Changes or Events	14
4.12 Material Contracts	15
4.13 Litigation	16
4.14 Employee Benefits	16
4.15 Labor and Employment Matters	18
4.16 Environmental	19
4.17 Insurance	21
4.18 Non-Exclusion	22
4.19 Condition of Healthcare Facilities	22
4.20 Medicare and Medicaid Participation; Reimbursement Rates	22
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SH	23
5.1 Organization and Good Standing	23
5.2 Authorization; Valid and Binding Agreement	24
5.3 Capitalization	24
5.4 No Conflicts; Consents	24
5.5 Financial Statements; Related Persons	24
5.6 Taxes; Charitable Status	25
5.7 Compliance with Law; Permits	26
5.8 Litigation	27
5.9 Non-Exclusion	27
5.10 Absence of Certain Changes or Events	27
5.11 EPIC Electronic Health Record	27
5.12 Medicare and Medicaid Participation; Reimbursement	28

ARTICLE 6 COVENANTS	28
6.1 Establishment of Combination Working Group	28
6.2 Conduct of Business	29
6.3 Access to Information	31
6.4 Public Announcements	31
6.5 Maintenance of Books and Records	31
6.6 Further Assurances	31
6.7 Governmental Consents and Conditions	31
6.8 Representations and Warranties; Notices	32
6.9 Exclusive Dealing	32
ARTICLE 7 CONDITIONS TO CLOSING	32
7.1 Representations and Warranties	33
7.2 Covenants	33
7.3 No Prohibition	33
7.4 Government Approvals	33
7.6 Bring-Down Certificate	34
7.7 Closing Deliveries and Actions	34
ARTICLE 8 TERMINATION PRIOR TO CLOSING	34
8.1 Termination of Combination Agreement Prior to Closing	34
8.2 Termination After Closing	34
8.3 Effect of Termination	35
8.4 Continuation of Shared Services Following Post-Closing Termination	35
ARTICLE 9 SURVIVAL AND INDEMNIFICATION	35
9.1 Survival	35
9.2 Indemnification by Each Party	36
9.3 Limits on Indemnification	36
9.4 Procedures for Indemnification	37
9.5 Right of Setoff or Recovery	38
ARTICLE 10 CONFIDENTIALITY AND PUBLICITY	38
10.1 Confidentiality and Joint Defense Agreements	38
10.2 Publicity	38
ARTICLE 11	
11.1 Informal Dispute Resolution	39
11.2 Non-Binding Mediation	39
11.3 Arbitration	39
ARTICLE 12 GENERAL PROVISIONS	39
12.1 Expenses	39
12.2 Entire Agreement	40
12.3 Successors and Assigns	40
12.4 Notices	40
12.5 Counterparts; Delivery	41
12.6 Section and Paragraph Headings	41
12.7 No Third-Party Beneficiary	41
12.8 Waiver	41
12.9 Severability	41
12.10 Governing Law	42
ARTICLE 13 DEFINITIONS	42

Exhibits

Exhibit A: Amended HHHC Articles of Agreement

Exhibit B: HHHC Bylaw Amendments

COMBINATION AGREEMENT

This Combination Agreement (the "Agreement") is made as of this 12th day of July, 2021, by and between SolutionHealth, Inc., a New Hampshire voluntary corporation located in Bedford, NH ("SH") and Home Health and Hospice Care, a New Hampshire voluntary corporation located in Merrimack, NH ("HHHC") (SH and HHHC are collectively the "Parties").

WHEREAS, SH is the sole member of Elliot Health System ("EHS") and Southern New Hampshire Health System ("SNHHS") and, together with EHS, each a "Hospital System" and collectively the "Hospital Systems");

WHEREAS, each of the Hospital Systems is a New Hampshire voluntary non-profit corporation and shares the common mission of providing high quality, efficient and cost-effective healthcare in the respective communities of New Hampshire that it serves;

WHEREAS, the Parties entered into a letter of intent dated February 4, 2021 (the "Letter of Intent"), in which they acknowledged that the respective historic charitable missions of the Hospital Systems and HHHC could be better served by integrating HHHC into SH's regional community-based healthcare delivery network (the "SH Network"), wherein HHHC will play a pivotal role in the further development and enhancement of the network's pre and post-acute care hospital services, including but not limited to broader, deeper and more coordinated and aligned palliative, home care and hospice care programs and SH will support the financial and operational needs of HHHC through system integration and the provision of Shared Services as defined and provided for herein;

WHEREAS, SH and HHHC desire the integration of HHHC into the SH Network to facilitate the SH Network's offering of a comprehensive and proactive suite of palliative, home care and hospice services, with the goals of most effectively addressing the social determinants of health, closing gaps in care, reducing hospitalizations, re-hospitalizations and inpatient lengths of stay, and ensuring that patients are able to receive care at home when and as appropriate, as opposed to in the more costly acute inpatient setting, thereby enhancing access, quality, value and the patient experience, while enhancing affordability and sustainability of healthcare in the communities they serve and throughout Southern New Hampshire as a region.

WHEREAS, in order to implement these solutions, the Parties wish to join together in a combination transaction (the "Combination") that will integrate HHHC into the SH Network in accordance with the terms, conditions and exhibits of this Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual agreements contained herein, the Parties agree as follows:

ARTICLE 1
STATEMENT OF COMMON PURPOSE

1.1 Statement of Purpose of Combination

Each of SH and HHHC is a healthcare charitable trust that serves its own respective and distinct communities within the southern New Hampshire region. These communities share certain geographic, economic and social attributes that present opportunities for the further development of the existing SH Network and improving the delivery of healthcare in the communities they serve and throughout southern New Hampshire as a region.

The Northern New England region is rapidly approaching the point where the healthcare needs of residents over 65 will become a significant challenge to healthcare providers, payors, families, policymakers and community leaders. Recent data indicates that with a median age of 44.9 years old, Maine is the statistically oldest state in the entire country, with New Hampshire in second place at 43.1 years old, and Vermont in third place at 42.8 years old. It is projected that by 2025 New Hampshire residents 65 and over will outnumber those who are 18 and under. Further exacerbating challenges associated with effectively caring for the aging in our community is New Hampshire's 20-year moratorium on new skilled nursing facility (SNF) beds. As a result of this moratorium, NH's nursing bed occupancy is well above the national average, essentially limiting a critical resource for care of our most elderly population in need of services, those over the age of 85. More effective and creative interventions and modalities of care for the aging will be essential to managing this impending regional challenge.

After careful review and due diligence regarding these and other conditions, the Parties have determined that the Combination would create opportunities for efficiencies, value and improvements in access, patient care, and controlling costs for the communities they serve that can be achieved through a more formal integration of certain functions.

1.2 Statement of Common Objectives

The principal objectives of the Combination, to be achieved through the execution of this Agreement, are as follows:

1.2.1 Furtherance of Historic Charitable Missions. It is fundamental to the Combination that it support and promote the historic charitable missions of the Hospital Systems and HHHC to deliver their core services by aligning their respective clinical services and economic interests, all as integrated entities within the SH Network (collectively, the "Network Affiliates"). To that end, the express intent of the Combination is to preserve the ability of each Network Affiliate to perform its existing historic charitable mission into the future by creating an integrated, regional healthcare network that will allow the Network Affiliates to collaborate in regional planning, to maintain and/or improve access to health care services in southern New Hampshire and to improve the quality, increase the efficiency and control the costs of health care delivery in the communities served by the Network Affiliates.

1.2.2 Integration and Collaboration to Improve Quality and Control Costs. HHHC will become a key organizational component of the SH Network and will play a pivotal role in the further development and enhancement of pre- and post-acute care hospital services across the organization, including but not limited to broader, deeper and more coordinated and aligned palliative, home care and hospice care programs.

1.2.3 Creation of an Integrated Home and Hospice Care Division. The integration will also facilitate the continuing creation of a home and hospice care division of SH that will include the VNA of Manchester and Southern New Hampshire ("Manchester VNA") and HHHC. The Manchester VNA and HHHC will remain separate and distinct charitable trusts, each with their own board as currently composed and their current mission, but each will be more closely coordinated and integrated, through deliberate and express ceding of certain corporate powers and centralized management authorities to further enhance their integration into, and participation in, the SH Network.

1.2.4 Enhancement of Local Services and Charitable Missions. Beyond maintaining the established charitable missions and services of the Hospital Systems and HHHC, the Combination aims to develop a further coordinated healthcare system that will create opportunities for improvements in the areas of palliative, home care and hospice services as outlined herein and enhance local services by developing a high degree of interdependence and cooperation to control costs, ensure quality and improve local access.

ARTICLE 2

TERMS OF COMBINATION

2.1 SH Shall Become the Sole Member of HHHC

2.1.1 Amendment of HHHC Articles of Agreement

As of the Closing, HHHC shall file an amendment to its Articles of Agreement with the New Hampshire Secretary of State, substantially in the form attached hereto as Exhibit A (the "Amended HHHC Articles"), identifying SH as the sole member of HHHC.

2.1.2 Amendment of HHHC Bylaws

HHHC's Board of Directors will adopt amendments to its Bylaws, substantially in the form attached hereto as Exhibit B (the "HHHC Bylaw Amendments"), reflecting SH's sole membership in HHHC and the application of shared decision-making principles as set forth in this Article 2.

2.1.3 Corporate Power and Authority of SH

In general, SH shall continue to have full corporate power and authority to govern its own affairs in accordance with applicable Law and the SH Articles and Bylaws; provided, however, that SH, acting through its Board of Trustees and its management, shall exercise authority with respect to specific actions of HHHC as shall be expressly identified as "Major Matters" in the Bylaws of

HHHC (the "Major Matters"). HHHC will continue to have substantial input with respect to its operations and financial decisions subject to the SH Board's authority with respect to Major Matters, subject to the Amended HHHC Articles and HHHC Bylaw Amendments.

2.2 HHHC Shall Become an Affiliate in the SH Network

2.2.1 Continued Separate Corporate Status

HHHC shall remain a separately incorporated and separately licensed entity performing services consistent with its existing historic charitable mission, substantially in the same form as of the Closing Date for which it is licensed on such date (subject to such changes as may be agreed to by the HHHC and SH Boards from time to time). The Board of Directors of HHHC shall remain in place and continue to govern HHHC's activities and operations, subject to the terms of the HHHC Bylaw Amendments, including shared decision-making regarding the Major Matters. HHHC shall retain its name, but shall identify itself as a SH Network affiliate, using the combination name "SolutionHealth" or other such other notations as may be agreed upon by the Parties.

2.2.2 No Cash Consideration or Merger

Neither Party will transfer to, or exchange with, any other Party cash or other assets, or assume the debt or other liabilities of any Party, or exchange any other similar financial consideration to effect the Combination. While the Combination will facilitate the integration of HHHC into the regional healthcare network and integrated governance system of SH in the manner described in this Agreement, it does not contemplate the merger or consolidation of any existing legal entities, the sale, purchase or lease of part or all of any Party, or the transfer of all or substantially all of the assets of any Party.

2.2.3 Composition of HHHC Board

After the Combination, HHHC shall continue to maintain a separate Board of Directors. The HHHC Board shall continue to have the same structure and membership, and HHHC shall nominate and appoint its directors, subject to approval by the majority of the SH Board, as provided in the HHHC Bylaw Amendments.

2.2.4 Corporate Power and Authority of HHHC

HHHC shall retain all of its corporate powers and authorities in accordance with applicable Law, its Articles and the HHHC Bylaw Amendments; provided, however, that HHHC shall be subject to special shared decision-making requirements with respect to the Major Matters as set forth in the HHHC Bylaw Amendments.

2.2.5 Utilization of SH Shared Services

(a) Subject to the terms hereof and the Bylaws, and in compliance with applicable Law, SH shall provide management, administrative and support services with respect to the operations and activities of HHHC ("Shared Services"). The Parties agree that SH shall provide Shared Services

to HHHC in order to create an effective patient-centered system of care and appropriate fiscal and operational integration, including but not limited to the following: finance and accounting services; human resources management and administration services; information technology support services; marketing and communications services; management of accountable care organization services; facilities management services; analytics resource center services; operational effectiveness services; laboratory services; managed care contracting, and; purchasing services. The Parties will migrate to common IT software and other support systems in order to create efficiency and effectiveness across the patients' continuum of care, as well as business support systems to drive maximum efficiency and fiscal accountability. The Parties will work collaboratively to implement and phase-in the Shared Services in an orderly manner over the course of the first 12 months following the Closing. For the avoidance of doubt, SH's provision of Shared Services will include all associated labor and software used in connection with the Shared Services.

(b) With regard to Shared Services provided by SH to HHHC, in order to retain appropriate cost tracking and in an effort to seek maximum efficiency and preservation of resources, SH will allocate to HHHC, on a monthly or quarterly basis, an amount of Shared Services expense commensurate with the percentage of Net Patient Service Revenue that HHHC comprises of total SH net patient revenue, as follows: (i) the total cost of all such Shared Services with respect to such period, multiplied by (ii) a percentage determined by dividing HHHC's Net Patient Services Revenue as reported by HHHC on its most recently completed audited financial statement, by the total Net Patient Services Revenue of all Network Affiliates for the same period. For the first three Fiscal Years following the Closing date, the total amount of expenses allocated to HHHC for the Shared Services shall not exceed the amount expended by HHHC for the same services annually as of the Closing date, adjusted for inflation over the three Fiscal Year period. Expenses associated with the implementation of the Epic electronic health record and IT Shared Services related to the Epic implementation shall not be subject to the aforementioned limitation, but rather shall be allocated to HHHC in the actual amount incurred as the result of the Epic implementation and supporting work pertaining to HHHC.

2.2.6 Shared Decision Making on Major Matters

With respect to the actions designated as "Major Matters" in Exhibit B, SH and HHHC shall coordinate the exercise of their respective powers as set forth in the HHHC Bylaw Amendments. Subject to the terms of the HHHC Bylaw Amendments, the general intent of the Parties is to establish an integrated governance system that allocates to SH, the SH Board of Trustees and SH management personnel primary control over financial, strategic planning and administrative matters, including:

- (a) material structural changes, such as merger, consolidation, affiliation, and sale or purchase of assets above a specified materiality threshold identified in the HHHC Bylaw Amendments (with approval by both the SH Board of Trustees and HHHC Board of Directors);
- (b) material capital transactions, such as capital expenditures or borrowing (with approval by both the SH Board of Trustees and HHHC Board of Directors);

- (c) operating and capital budgeting processes (with input from the HHC President and approval only by the SH Board of Trustees);
- (d) compensation and benefit decisions for HHC employees (with input from the HHC President and approval only by the SH Board of Trustees);
- (e) administration and selection of accounting systems, financial auditors and advisors (with input from the HHC President and approval only by the SH Board of Trustees);
- (f) administration of human resource systems and processes (with input from the HHC President and approval only by the SH Board of Trustees); and
- (g) establishment and maintenance of information technology systems including a shared Electronic Medical Record (with input from the HHC President and approval only by the SH Board of Trustees).

Subject to the terms of the HHC Bylaw Amendments, the Parties intend that the HHC Board of Directors shall retain primary control over matters involving volunteer, community benefit, philanthropic and endowment activities, including decisions related to the HHC Community House and its endowment, and all HHC board-restricted funds.

2.2.7 Notice of Proposed Transaction Pursuant to RSA 7:19-b, III

Within 30 calendar days after the execution and delivery of this Agreement, the Parties shall cause to be filed with the Director of Charitable Trusts of the New Hampshire Department of Justice a notice of the proposed combination transaction pursuant to RSA 7:19-b, III (the "Notice"). The Parties agree to provide whatever information is requested by the Director in order to enable the Director to complete the 180-day review set forth in RSA 7:19-b, IV.

2.2.8 HHC's 7 Executive Drive Property

HHC owns real property located at 7 Executive Park Drive in Merrimack, New Hampshire, which is the current headquarters of its operations. The Parties will jointly assess the ongoing utility of this site as work progresses to align more closely HHC's operations and management personnel into the SH Network and as HHC and its leadership become a vital component of SH's post-acute care division. If this property is ever sold, the Parties agree that the sale proceeds shall be transferred to the HHC Community Hospice House endowment fund.

2.2.9 HHC's Community Hospice House

HHC owns real property located at 210 Naticook Road in Merrimack, New Hampshire on which it operates its Community Hospice House ("CHH"). The Parties' expectation is that HHC will continue to operate the CHH on this site. The Parties desire to expand capacity at the CHH in a manner consistent with community need. Subject to the Amended HHC Articles and HHC Bylaw Amendments, SH shall fund capital improvements related to this expansion to the extent approved by its Board and consistent with the strategic plans and goals of the Integrated Home and Hospice Care Division. SH acknowledges that the CHH may operate at a

loss and agrees to provide financial support to HHHC to ensure the continued and uninterrupted operation of the CHH in the event of an operational loss or other negative financial condition experienced in the regular course of business.

2.2.10 Retention of HHHC Staff

The Parties acknowledge and agree that their employees are one of their most valuable assets, and that the integration efforts contemplated by this Agreement may result in changes to the duties of or circumstances for certain positions over time. To the extent this occurs, although job duties may change for those affected, SH shall use best efforts to ensure that HHHC employees maintain similar employment and benefit status and transfer their seniority status upon transition into their new role within the SH system. Notwithstanding the above, nothing herein is intended to or shall be deemed to create or grant any right to employment or employment benefits to any person.

2.2.11 HHHC Board-Restricted Funds

The Parties acknowledge that the HHHC Board of Directors maintains a separate account for certain board-restricted funds that are used for purposes other than the operations of HHHC. SH acknowledges and agrees that HHHC's Board of Directors shall continue to maintain sole control and decision-making authority over these restricted funds following the Closing.

2.2.12 SH's Commitment to Provide Financial and Operational Support to HHHC

The Parties desire to ensure that HHHC's financial and operational needs are met in order to develop a SH post-acute care division and ensure that HHHC continues to be able carry out its charitable mission and adapt new value-based models of care and reimbursement while simultaneously ensuring compliance with applicable Law and addressing the increasing regulatory demands on home health agencies and the associated costs. Accordingly, SH agrees to support the financial and operational needs of HHHC as determined by the SH Board of Trustees in consultation with the HHHC President/CEO and HHHC Board of Directors in accordance with the HHHC Bylaw Amendments in Exhibit B. HHHC shall not be required, however, to provide financial assistance to SH or assume, or be liable for, any SH debt or obligation.

ARTICLE 3

CLOSING

3.1 Closing

For purposes of this Agreement, "Closing" shall occur as soon as practicable after all conditions precedent to Closing set forth in Article 7 have been satisfied (other than those conditions that by their nature shall be satisfied at the Closing). The date upon which the Closing occurs is herein referred to as the "Closing Date." The Closing shall be deemed effective as of 11:59 p.m. Eastern Standard Time on the Closing Date (the "Effective Time").

3.2 Transactions to be Effected at the Closing

3.2.1 Documents to be Delivered

At the Closing, HHHC shall deliver to SH:

- (a) authorization from the HHHC Board permitting: (i) execution of this Agreement; (ii) execution and filing of the Amended HHHC Articles with the New Hampshire Secretary of State; and (iii) adoption of the HHHC Bylaw Amendments;
- (b) copies of (i) proof of the filing of the Amended HHHC Articles with the New Hampshire Secretary of State, and (ii) the adopted HHHC Bylaw Amendments, certified to by the Secretary of HHHC as the bylaws of HHHC effective as of the Closing Date, and reflecting amendments substantially in the form of Exhibits A and B, respectively;
- (c) copies of all consents, approvals and notices (if any) listed on Section 4.4 of HHHC's Disclosure Schedule; and
- (d) the Bring-Down Certificate contemplated by Section 7.5 of this Agreement.

At the Closing, SH shall deliver to HHHC:

- (a) authorization from the SH Board permitting execution of this Agreement;
- (b) copies of all consents, approvals and notices (if any) listed on Section 4.4 of SH's Disclosure Schedule; and
- (c) the Bring-Down Certificate contemplated by Section 7.5 of this Agreement.

3.2.2 Actions to be Taken

At the Closing, HHHC shall take the following actions:

- (a) file with the New Hampshire Secretary of State the Amended HHHC Articles; and
- (b) adopt the HHHC Bylaw Amendments effective as of the Closing Date.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF HHHC

HHHC represents and warrants to SH that each statement contained in this Article 4 is true and correct with respect to HHHC as of the date hereof and will be true and correct with respect to HHHC as of the Closing Date, except as described in its Disclosure Schedule. The representations and warranties set forth in this Article 4 are the sole and exclusive representations and warranties being made by HHHC.

4.1 Organization and Good Standing; Affiliates

(a) HHHC is duly organized, validly existing and in good standing under the Laws of New Hampshire, and has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. HHHC has delivered to SH a complete and accurate copy of the Organizational Documents of HHHC as in effect on the date hereof. HHHC is not in breach or violation of or default under any provision of its Organizational Documents.

4.2 Authorization; Valid and Binding Agreement

HHHC has full power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and by the Ancillary Agreements have been duly and validly authorized by all necessary action on the part of HHHC, and no other approval on the part of HHHC is necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. This Agreement constitutes, and upon their execution and delivery, the Ancillary Agreements will constitute, a valid and binding agreement of HHHC, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

4.3 Capitalization; Membership

HHHC does not have any capital stock. Section 4.3 of the Disclosure Schedule includes a complete list of any Person who is a member of HHHC.

4.4 No Conflicts; Consents

(a) Except for the consents, approvals or notices listed on Section 4.4 of the Disclosure Schedule, the execution and delivery of this Agreement and the Ancillary Agreements do not, and the performance by HHHC of any of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby (in each case, with or without the giving of notice or lapse of time, or both) will not, directly or indirectly, (i) violate or conflict with or result in the breach of the provisions of any of the Organizational Documents of HHHC; (ii) violate, breach, conflict with or constitute a default, an event of default, or an event creating any additional rights (including rights of amendment, impairment, modification, suspension, revocation, acceleration, termination or cancellation), impose additional obligations or result in a loss of any rights, or require a consent or the delivery of notice, under any Material Contract, Law or Permit applicable to HHHC or to which HHHC is a party or a beneficiary or otherwise subject; or (iii) result in the creation of any Liens upon any asset owned or used by HHHC.

(b) Except for the consents, approvals or notices listed on Section 4.4 of the Disclosure Schedule, no notices, reports, registrations or other filings are required to be made by HHHC with, nor are any consents, approvals or authorizations required to be obtained by HHHC from, any Governmental Authority or any other Person, in connection with the execution, delivery or performance by HHHC of this Agreement or any Ancillary Agreement.

4.5 Financial Statements; Accounts Receivable; Related Persons

(a) HHHC has delivered to SH complete and accurate copies of the consolidated audited balance sheets of HHHC as of the close of each of the three preceding Fiscal Years and the related statements of income, comprehensive income and accumulated other comprehensive loss, and cash flows for the years then ended (the "Audited Financial Statements"). The Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods; (ii) were prepared from the books and records of HHHC; (iii) are complete and accurate in all material respects; and (iv) fairly present the financial condition of HHHC and the results of operations of HHHC as of and for the periods set forth therein. The balance sheet of HHHC as of the end of its latest audited Fiscal Year is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date".

(b) HHHC has delivered to SH a true, correct and complete list of (i) all debt instruments, loan documents, indentures, debentures, guarantees or other written obligations which involve indebtedness of HHHC to any Person for borrowed money, and (ii) the dollar amount outstanding under such item. Other than the items identified as provided herein, HHHC has no indebtedness.

(c) HHHC has no material Liabilities except (i) those that are adequately reflected or reserved against in the Financial Statements dated as of the close of its most recent Fiscal Year; (ii) those that have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date; and (iii) those that, in the aggregate, do not exceed \$100,000 and that would not have a Material Adverse Effect.

(d) The accounts receivable reflected on the Balance Sheet and the accounts receivable arising after the Balance Sheet Date: (i) have arisen from bona fide transactions entered into by HHHC involving the rendering of services in the ordinary course of business; (ii) constitute only valid, undisputed claims of HHHC not subject to Liens or claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business; and (iii) subject to a reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of HHHC, are collectible in full. The reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of HHHC have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

(e) Except for amounts payable arising out of bona fide patient services or as disclosed in Section 4.5(e) of the Disclosure Schedule, no employee, officer, or trustee, of HHHC, or, to the Knowledge of HHHC, any member of any such Person's immediate family (collectively,

"Related Persons"): (i) owes any material amount to HHHC nor does HHHC owe any material amount to, or has HHHC committed to make any loan or extend or guarantee credit to or for the benefit of, any Related Person; (ii) is a party to any Contract or is involved in any business arrangement or other relationship with HHHC; (iii) owns any asset, property or right, tangible or intangible, that is used by HHHC; (iv) has any claim or cause of action against HHHC; or (v) owns any direct or indirect material interest in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a direct competitor, supplier, customer, landlord, tenant, creditor or debtor of HHHC.

4.6 Taxes; Charitable Status

(a) All Tax Returns required to have been filed by or with respect to HHHC have been duly and timely filed (or, if due between the date hereof and the Closing Date, will be duly and timely filed), and each such Tax Return correctly and completely reflects all information required to be reported thereon. All Taxes owed by HHHC (whether or not shown on any Tax Return) have been timely paid (or, if due between the date hereof and the Closing Date, will be duly and timely paid). HHHC have adequately provided for, in their books of account and related records, Liabilities for all unpaid Taxes.

(b) There is no Action or audit currently pending or, to the Knowledge of HHHC, proposed or threatened against, or with respect to, HHHC in respect of any Taxes. HHHC is not currently subject to any extension of time within which to file any Tax Return. There are no Liens on any of the assets or properties of HHHC with respect to Taxes.

(c) HHHC has withheld and timely paid all Taxes required to have been withheld or paid and has complied in all material respects with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto.

(d) There is no dispute or claim concerning any Liabilities for Taxes with respect to HHHC for which notice has been provided to HHHC, or which is otherwise known to HHHC.

(e) HHHC's activities to date have consisted solely of the activities described in its Application for Recognition of Tax-Exempt Status (Form 1023) filed with the Internal Revenue Service. HHHC has continued to operate in accordance with its status as a charitable organization exempt from federal income taxation as described in Section 501(c)(3) of the Internal Revenue Code. In addition, HHHC qualifies as an organization that is not a private foundation under Section 509(a)(1) of the Code. HHHC has not received notice from the IRS that its status as a charitable organization under Section 501(c)(3) or as an organization that is not a private foundation under Section 509(a)(1) has been revoked or modified. A true and correct copy of HHHC's IRS determination letter is attached hereto as Section 4.6 of HHHC's Disclosure Schedules, and said determination letter remains in force and has not been modified or revoked. Section 4.6 of the Disclosure Schedules contains a list of HHHC's subsidiaries and Affiliates which are intended to operate as a charitable organization exempt from federal income taxation and a reference to the applicable exemption under Section 501 of the Internal Revenue Code.

4.7 Compliance with Law; Permits

(a) Section 4.7(a) of HHHC's Disclosure Schedule sets forth each Order entered, issued or rendered by any Governmental Entity to HHHC or to which HHHC or its respective business or properties or assets are subject.

(b) HHHC has at all times conducted its business and activities, including, without limitation, its billing and collection activities, its medical records management activities, and its general business operations, in compliance with all applicable Laws except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect. HHHC has filed on a timely basis all reports, data and other information required to be filed with any Governmental Authority.

(c) HHHC has obtained and owns or holds all Permits which are necessary to conduct its business as currently conducted or by which any of its properties or assets is subject, except for Permits, the absence of which could not reasonably be expected to have a Material Adverse Effect. Each such Permit is valid and in full force and effect and is listed on Section 4.7(c) of HHHC's Disclosure Schedule.

(d) HHHC has not received from a Governmental Authority notice regarding (i) any violation of, conflict with, Material Investigation related to, or failure to conduct its business in compliance with, any Law or Permit or (ii) the termination, revocation, cancellation, suspension or other impairment or modification of, any Permit. HHHC is not in default (or has not received notice of any claim of such default) with respect to any Permit, except for defaults that could not reasonably be expected to result in a Material Adverse Effect.

(e) HHHC has timely and accurately filed all requisite reports, returns, data, and other information required by all Governmental Authorities to be filed with any commissions, boards, bureaus, and agencies with respect to its business and activities, and has paid all sums heretofore due with respect to such reports and returns, and no such report or return has been inaccurate, incomplete or misleading, except for such inaccuracies as would not reasonably be expected to result in a Material Adverse Effect.

4.8 Personal Property; Equipment

With respect to personal properties and assets that are owned by HHHC, HHHC has good and marketable title to such properties and assets free and clear of all Liens other than Liens identified on Section 4.8 of HHHC's Disclosure Schedule. With respect to personal properties and assets that are leased by HHHC, HHHC has a valid leasehold interest in such properties and assets free and clear of all Liens other than Liens identified on Section 4.8 of HHHC's Disclosure Schedule. The equipment owned or leased by HHHC is in good condition and working order (reasonable wear and tear excepted) and is suitable for the operation of the business of HHHC as currently being conducted.

4.9 Real Property

(a) Section 4.9(a) of HHC's Disclosure Schedule sets forth a complete list and summary description of all real property owned in fee by HHC (the "Owned Properties"). With respect to each parcel of Owned Property, HHC has good and valid fee title to such parcel, free and clear of all Liens, leases, subleases, rights of use other than (i) mechanics', workers', repairers' liens and similar encumbrances arising or incurred in the ordinary course of business consistent with past practice for sums not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings, provided an appropriate reserve has been established therefor in accordance with GAAP; (ii) such other imperfections in title, easements and restrictions not incurred in connection with the incurrence of any Indebtedness and that do not materially detract from the value of or materially interfere with the present use of any Owned Property; or (iii) those set forth in Section 4.9(a) of HHC's Disclosure Schedule (the items in clauses (i), (ii) and (iii) above are collectively referred to as "Permitted Liens").

(b) Section 4.9(b) of HHC's Disclosure Schedule sets forth a complete list and summary description of all leases, subleases or other Contracts under which HHC uses or occupies or has the right to use or occupy, now or in the future, any real property (collectively, the "Leased Properties"). HHC holds valid leasehold estates in all such Leased Properties, free and clear of all Liens other than Permitted Liens. With respect to each Contract related to the Leased Properties (each a "Real Property Lease"): (i) such Real Property Lease is valid, binding, enforceable and in full force and effect, and HHC enjoys peaceful and undisturbed possession of the Leased Properties not subject to any Lien; (ii) HHC is not in breach or default under such Real Property Leases; (iii) HHC has neither received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by HHC, lessor or any other party under any of the Real Property Leases; (iv) no party to any Real Property Lease has exercised any termination rights with respect thereto; and (v) HHC has not subleased, assigned or otherwise granted to any Person the right to use or occupy any portion of such Leased Properties.

4.10 Intellectual Property; Data Security

(a) Except as set forth in Section 4.10(a) of HHC's Disclosure Schedule, HHC owns, exclusively, all right, title and interest in and to its Intellectual Property Assets, free and clear of Liens.

(b) Neither the Intellectual Property Assets nor the operation of the business of any Party or its Affiliates as currently conducted infringes, misappropriates or otherwise violates the Intellectual Property rights of any third party and, to the Knowledge of HHC, no third party is infringing, misappropriating or otherwise violating the Intellectual Property Assets of such Party.

(c) To the Knowledge of HHC, no employee, contractor or consultant of HHC has misappropriated any trade secrets or other confidential information of any third party in the course of the performance of his or her duties as an employee or consultant. No current or former employee or consultant of any Party or its Affiliates has any right, title or interest in or to

any Intellectual Property Assets. HHHC has taken all reasonable steps to protect and enforce its rights in all Intellectual Property Assets.

(d) HHHC has taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of its trade secrets and other confidential Intellectual Property Assets and Licensed Intellectual Property obtained from third parties under an obligation of confidentiality. All use and disclosure by HHHC of trade secrets or such information has been pursuant to and in accordance with the terms of a written Contract with such third person or is otherwise lawful. HHHC has taken all reasonable steps, including the implementation, testing and maintenance of reasonable procedures and prevent and detect controls, to safeguard the information technology systems owned, licensed, leased, operated or otherwise used or relied upon by HHHC, including all computer hardware and software (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related services that are automated or computerized systems and networks (collectively, the "Technology Infrastructure") to ensure that such Technology Infrastructure performs reliably and in material conformance with specifications for such Technology Infrastructure and is backed up, archived and recoverable in the event of a disaster or other force majeure event.

(e) No material data breach or actual or alleged violation of privacy of any individual or any improper processing of any personal data of Party or its Affiliates (a "Data Security Incident") has occurred or, to HHHC's Knowledge is occurring, or has been reported to HHHC, and, to HHHC's Knowledge no investigation, inquiry, complaint or claims relating to the information privacy or data security practices (including collection, transfer, access disclosure, retention, deletion, storage, processing or use) of HHHC have been made or reported by, or is or are being, or has or have been conducted by, any Person, in each case within the five-year period preceding the date of this Agreement. Neither the execution nor delivery of this Agreement or any of the other Ancillary Agreement, nor the consummation of the Combination, will result in any violation of any Privacy Law.

4.11 Absence of Certain Changes or Events

Except as set forth in Section 4.11 of HHHC's Disclosure Schedules, since the Balance Sheet Date there has not been any:

- (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) material change in any method of accounting or accounting practice of HHHC, except as required by GAAP or as disclosed in the notes to the Financial Statements;
- (c) entry into, or termination, amendment, or waiver of, any Contract that would constitute a Material Contract or any Policies;
- (d) incurrence, assumption or guarantee of any indebtedness except Liabilities incurred in the ordinary course of business of HHHC;

- (e) amendment of the Organizational Documents of HHHC;
- (f) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;
- (g) imposition of any lien, other than Permitted Liens, upon any of HHHC's material properties or assets, tangible or intangible;
- (h) adoption, modification or termination of any Benefit Plan, except as would not have a Material Adverse Effect; or
- (i) any loan to any other Person other than advances to employees in the ordinary course of business.

4.12 Material Contracts

- (a) The following Contracts to which HHHC is a party or a beneficiary or by which HHHC or its assets are subject shall each be deemed a material Contract (collectively, "Material Contracts"):
 - (i) Contracts relating to the purchase or lease of services, equipment, fixtures, supplies or other materials or assets, or other capital expenditure, that involve or could reasonably be expected to involve: (i) aggregate annual payments by HHHC in excess of \$50,000; or (ii) total aggregate payments by HHHC in excess of \$100,000;
 - (ii) Contracts for the sale of materials, supplies, goods, services, equipment or other assets, and that involve a specified annual minimum dollar sales amount in excess of \$100,000;
 - (iii) partnership, joint venture or similar Contracts, including any Contract for a clinical or administrative partnership;
 - (iv) Contracts with Related Persons, including, but not limited to, any employment, consulting or independent contractor Contracts;
 - (v) any Contracts with any physician or any other person who could influence the referral of patients to HHHC;
 - (vi) Contracts containing covenants not to compete or other covenants restricting or purporting to restrict the right of HHHC, or any employee or independent contractor of HHHC, to engage in business or to compete with any Person;
 - (vii) Contracts and covenants relating to duties of confidentiality (whether by or for the benefit of Party), other than in connection with the transaction contemplated herein;

- (viii) EDI or Electronic Data Interchange Contracts;
- (ix) collective bargaining or union contracts;
- (x) Contracts under which HHHC has, directly or indirectly, made any advance, loan, extension of credit or capital contribution to, or other investment in, any Person;
- (xi) Contracts with any Governmental Authority; or
- (xii) Contracts that are material to the assets of the Company or the operation of the Business and not otherwise covered by items (i) through (xi); provided that a Contract shall not be deemed material for this purpose unless the value of the Contract exceeds \$50,000 annually or \$100,000 in the aggregate.

(b) Each Material Contract is:

(i) in full force and effect and is valid and enforceable in accordance with its terms;

(ii) HHHC has complied with and are in compliance with, and to the Knowledge of HHHC, all other parties thereto have complied with the provisions of each Material Contract except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect;

(iii) HHHC is not, and to the Knowledge of HHHC, no other party thereto is, in material default in the performance, observance or fulfillment of any obligation, covenant, condition or other term contained in any Material Contract; and

(iv) To the Knowledge of HHHC, no event has occurred which, with or without the giving of notice or lapse of time, or both, could violate, breach, conflict with or constitute a default, an event of default, or an event creating any additional rights (including rights of amendment, impairment, modification, suspension, revocation, acceleration, termination, or cancellation), impose additional obligations or result in a loss of any rights, or require a consent or the delivery of notice, under any Material Contract.

4.13 Litigation

Except as set forth in Section 4.13 of the HHHC Disclosure Schedule, there is no action, suit or proceeding, claim, arbitration, litigation or investigation (each, an "Action"), (i) pending or, to the Knowledge of HHHC, threatened against or affecting HHHC or its business, properties or assets or (ii) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or the Ancillary Agreements. There is no unsatisfied judgment, penalty or award against HHHC or affecting its assets or properties.

4.14 Employee Benefits

(a) HHHC has delivered or made available to SH a complete and accurate description of all Benefit Plans maintained and sponsored by Party or any ERISA Affiliate. For the purposes of

this Section 4.14, "ERISA Affiliate" shall mean any trade, business or organization, whether or not incorporated, that together with HHHC would be deemed to be a "single employer" within the meaning of Section 4001(b)(i) of ERISA or Section 414 of the Code.

(b) HHHC has delivered or made available to SH true and complete copies (if reduced to writing) of (i) all such Benefit Plan documents and (if applicable) summary plan descriptions ("SPDs") with respect to such Benefit Plans; (ii) the three most recent annual reports on form 5500 (including all schedules and attachments thereto) filed with the IRS with respect to each Benefit Plan (if such reporting was required); and (iii) each trust agreement, group annuity contract or other funding and financing arrangement relating to any Benefit Plan.

(c) With respect to each Benefit Plan: (i) if intended to qualify under Section 401(a) of the Code, such Benefit Plan has received a current determination letter from the Internal Revenue Service stating that the plan so qualifies and that its trust is exempt from taxation under Section 501(a) of the Code, such Benefit Plan has been timely amended to conform with all applicable requirements of the Code with respect to tax-qualified plans, and nothing has occurred since the date of such determination that would materially adversely affect such qualification or exempt status; (ii) has at all times been maintained and administered in all material respects in accordance with its terms and with the requirements of all applicable Law, including ERISA and the Code; (iii) no breaches of fiduciary duty have occurred which are reasonably expected to give rise to liability on the part of such Party; (iv) no actions, suit, claims or disputes are pending, or, to the Knowledge of HHHC, threatened, that could give rise to liability on the part of HHHC other than routine claims for benefits; (v) no audits, inquiries, reviews, proceedings, claims or demands are pending with any Governmental Authority; (vi) all reports, returns and similar documents required to be filed with any Governmental Authority or distributed to any Benefit Plan participant have been duly and timely filed or distributed; (vii) no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) has occurred that would give rise to material liability on the part of HHHC; (viii) all contributions to such Benefit Plan, all payments under the Benefit Plans (except those to be made from a trust qualified under Section 401(a) of the Code) and all payments with respect to the Benefit Plans for any period ending before the Closing Date have been paid, and to the extent unpaid, are reflected on the Balance Sheet; (ix) no Benefit Plan is (A) a "Multiple Employer Plan" within the meaning of Section 413(c) of the Code, (B) or (B) a multiemployer plan within the meaning of Section 3(37) of ERISA; and (x) to the Knowledge of HHHC, no event has occurred, and no condition exists, as of or prior to the Closing Date, with respect to any Benefit Plan for which, or with respect to which, such Party could reasonably be expected to incur any liability, tax, penalty or assessment, regardless of whether any such event is contingent or otherwise, including without limitation, as a result of any matter that could adversely affect the tax-qualified status of a Benefit Plan (or the tax-exempt status of a related trust); provided, however, that the foregoing provisions of this subsection 4.14(c) shall not apply to any ordinary funding obligations, routine claims for benefits, and customary costs of administration payable in the ordinary course of any Benefit Plan.

(d) All premiums, contributions or other payments required to be made to any of the Benefit Plans pursuant to their terms and provisions and applicable legal requirements as of the date hereof have been made timely, and no Benefit Plan which is subject to Section 302 of ERISA or

Section 412 of the Code has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code, respectively), whether or not waived.

(e) HHC has no current or contingent liability, whether as a successor to another entity or otherwise, as a result of or attributable to the termination or partial termination of any Benefit Plan that is or was subject to title IV of ERISA, and no Reportable Event (as defined by ERISA), other than an event for which notice to the PBGC has been waived, has occurred with respect to any Benefit Plan subject to Title IV of ERISA.

(f) HHC has performed in all material respects all obligations, whether arising under regulatory requirements or under contract, required to be performed by it in connection with the Benefit Plans, including the notice and continuation coverage requirements of Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA, and, to the Knowledge of HHC, there have been no defaults, or violations by any other party to the Benefit Plans.

(g) Each Benefit Plan that is a deferred compensation plan subject to Section 409A of the Code has been documented, operated and administered at all times in compliance with Section 409A, 457(b) and 457(f) of the Code. HHC has no indemnity obligation to any employee or independent contractor for any taxes, interest or penalties imposed under such Sections of the Code.

(h) The consummation of the transactions described in this Agreement will not result in the obligation to pay (including, without limitation, severance pay or unemployment compensation), vest or accelerate any benefit under or in connection with any Benefit Plan, or materially increase any benefits otherwise payable under any Benefit Plan.

(i) HHC has not announced any plan or commitment to create any additional Benefit Plan or to amend or modify any existing Benefit Plan.

(j) No assets of HHC or of any of the Benefit Plans are subject to any lien under any provision of ERISA or the Code and HHC has paid and discharged promptly when due all liabilities and obligations arising under ERISA or the Code of a character which if unpaid or unperformed could result in the imposition of a lien against the other Party or against the assets of any of the Benefit Plans.

(k) Neither HHC nor any of its ERISA Affiliates has any Liability to provide post-termination or retiree welfare benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided post-termination or retiree welfare benefits.

4.15 Labor and Employment Matters

(a) To the Knowledge of HHC, all employees of HHC are legally permitted to work in the United States and will be legally permitted to work in the United States for HHC following the consummation of the transactions contemplated by this Agreement.

(b) Except as set forth on Section 4.15 of HHC's Disclosure Schedule, none of the employment terms of any employee is subject to the terms of a current collective bargaining or similar agreement or other labor union contract. There are and have been no strikes, slowdowns, work stoppages or lockouts, by or with respect to any of HHC's employees in connection with the operation of HHC's business. There is not presently pending any labor or employment dispute against HHC.

(c) HHC has complied with all Laws and Contracts with respect to all labor and employment practices, including, without limitation, employee benefits; immigration; prohibited discrimination; labor relations; union organizing; occupational safety and health; plant closures and layoffs; the payment of compensation, minimum wages, hours, and/or overtime; the identification of particular employees and/or job classifications as "exempt" and/or "non-exempt" for purposes of such obligations; the classification of any individual as an independent contractor; compensation for breaks, meal periods, periods before and after work, and other periods at or away from work; and any and all other matters involving compensation or benefits afforded or not afforded to employees, contractors and/or consultants, except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect.

4.16 Environmental

Except as described in Section 4.16 of HHC's Disclosure Schedule:

(a) HHC is in compliance with all Environmental Laws except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect;

(b) there are no pending or, to the Knowledge of HHC, threatened Environmental Claims against HHC, and there are no pending or threatened claims by employees, former employees or contractors against third parties arising from exposure to Hazardous Substances in the workplace;

(c) to the Knowledge of HHC, no Release or threatened Release of any Hazardous Substances resulting from HHC's operations has occurred, or is occurring at, on, under, from or to any property or facility currently or formerly owned, leased or operated by HHC, and no Hazardous Substances resulting from HHC's operations is present in, on, under or about, or migrating to or from any such property or facility or from any property or facility to which HHC has transported or arranged for transport of Hazardous Substances (other than Hazardous Substances stored on the property in compliance with Environmental Laws), and no Hazardous Substances resulting from HHC's operations are present in, on, under or about, or migrating to or from any such property or facility that could reasonably be expected to give rise to any liability of HHC under Environmental Laws;

(d) to the Knowledge of HHC, none of the properties currently or formerly owned, leased or operated by HHC (including soils and surface and ground waters) are contaminated with any Hazardous Substances;

(e) neither HHHC has received any written notice that HHHC or any Affiliate is responsible or liable for any Hazardous Substances at any location or that it is in violation or has failed to comply with any Environmental Law;

(f) neither HHHC has received any written notice that HHHC is a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., or state or foreign analog statute, arising out of events, including a Release, occurring on or prior to the date hereof;

(g) neither HHHC has entered into any consent decree or other agreement in settlement of any alleged violation or liability under any Environmental Law, under which decree or agreement HHHC has any material unfulfilled obligations;

(h) HHHC's operations, activities and practices are in compliance with all Permits required under any Environmental Law, except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect, and all such Permits are in full force and effect, and there are no pending or, to the Knowledge of HHHC, threatened conditions that may adversely affect the operation or applicability of such Permits;

(i) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will require any investigation, remediation or other action with respect to Hazardous Substances, or any notice to or consent of Governmental Entities or third parties, pursuant to any applicable Environmental Law or Environmental Permit. HHHC has provided to the other Party all material assessments, studies, reports, data, tests, analyses, results of investigations or audits, and other information that are in the possession of HHHC regarding environmental matters pertaining to or the environmental condition of the properties of HHHC, or the compliance (or noncompliance) by HHHC;

(j) to the Knowledge of HHHC, there are no underground storage tanks or above ground storage tanks located at or on any leased or owned real property, to the Knowledge of HHHC, any of the real property previously owned, leased or occupied by HHHC; and

(k) all environmental assessments, reports and audits, and the results of sampling and analysis of any asbestos, air, soil, or water, including ground and surface water, in the possession of HHHC relating to any owned or leased real property have been delivered to the other Party.

For purposes of this Agreement, the following terms have the meanings ascribed to them below:

(1) "Environmental Claims" means any and all administrative, regulatory or judicial actions, causes of action, suits, proceedings, investigations, requests or demands for information or documents, including requests for information under any Environmental Law, decrees, judgments, demands, demand letters, orders, claims, liens, notices of violation or noncompliance, in each case, arising under any Environmental Law, or arising from the actual or alleged presence, release or threatened release of or exposure to or damage caused by any Hazardous Substance, including contract claims arising under leases and claims involving liability in tort, strict, absolute or otherwise, including, regardless of merit, any and all claims for or relating to:

(A) enforcement, assessment, evaluation, investigation, mitigation, cleanup, removal, remediation or other response activities; (B) damages, contribution, indemnification, cost recovery, compensation or injunctive or declaratory relief, (C) personal injury, property damage, emotional distress, nuisance or reduction in property value relating to or arising from exposure to or a release of any Hazardous Substance; (D) injury to or threat of injury to human health, safety, natural resources or the environment, or (E) fines, penalties, fees (including legal and consultant fees), losses, liens, liability, costs of investigation or proceedings.

(2) "Environmental Laws" means all federal, state, or local laws, statutes, ordinances, codes, rules, regulations, administrative policies, publicly available guidance documents, and judicial decisions relating to or regulating (A) human or occupational health or safety; (B) industrial hygiene or environmental conditions; (C) the use, generation, transportation, storage, distribution in commerce, release or disposal of hazardous or toxic substances, materials, and wastes; (D) the protection of the environment or natural resources; or (E) pollution or contamination of the air, soil, surface water or groundwater, and includes the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, and the Clean Air Act, 42 U.S.C. § 7401-7671q, similar state statutes, and regulations relating to or implementing such federal and state statutes.

(3) "Environmental Permits" means any and all permits, authorizations, licenses, registrations, certificates, consents, orders, consent decrees, approvals, waivers, variances or adjusted standards that are required by or are filed with or issued by any Governmental Authority pursuant to or under any Environmental Law.

(4) "Hazardous Substances" means any substance or material that is considered, described, characterized or listed as a toxic or hazardous substance, waste or material, or pollutant or a contaminant, an infectious waste, or other word of similar import, in or under any of the Environmental Laws, and/or any chemical, substance, material or compound that is otherwise subject to regulation, prohibition, control or remediation under any of the Environmental Laws, and includes asbestos, mercury, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products (including gasoline, diesel fuel and the constituents thereof), waste or used petroleum oils, methyl tertiary-butyl ether, polychlorinated biphenyls, styrene, acetone, urea formaldehyde, radon gas and radioactive matter.

4.17 Insurance

HHHC has delivered or made available to SH a list of each insurance policy insuring HHHC and its properties and assets or any manager, partner, member, officer or employee of HHHC (the "Policies"). There are no pending claims under any of such Policies as to which coverage has been questioned, denied or disputed by the insurer. All Policies are issued by an insurer that, to the Knowledge of HHHC, is financially sound and reputable, are in full force and effect, are valid and are enforceable in accordance with their terms. All premiums due under the Policies have been paid in full or, with respect to premiums not yet due, accrued. HHHC has not

received a notice of cancellation or termination of any Policy or of any material changes that are required in the conduct of HHC's business as a condition to the continuation of coverage under, or renewal of, any such Policy. During the past five years, HHC has not been denied insurance for any reason with respect to any insurance policy for which it applied. HHC is not in breach or default under any Policies, and, to the Knowledge of HHC, no event has occurred which, with notice or the lapse of time, would constitute such a breach or default or permit termination, modification or acceleration, under any such Policy. Within the last five years, HHC has given notice to the insurer of any material claim insured by any Policies.

4.18 Non-Exclusion

HHC represents that neither it, nor any employee, officer or trustee, is or ever has been excluded, debarred, or otherwise ineligible to participate in any Federal health care program as defined in 42 USC § 1320a-7b(f) ("Federal Healthcare Programs"), or convicted of a criminal offense related to the provision of health care items or services, and further that neither it nor any of its employees is currently under investigation or otherwise aware of any circumstances which may result in its or their being excluded from participation in any Federal Healthcare Program.

4.19 Condition of Healthcare Facilities

The healthcare facilities utilized by HHC (the "Healthcare Facilities") are suitable for their intended use and are in proper condition for such use. Except as set forth on Section 4.19 of HHC's Disclosure Schedule: (i) the Healthcare Facilities are in a good state of repair and condition, ordinary wear and tear excepted; (ii) there are no conditions or defects which pose a significant danger to life or human health existing upon or in the Healthcare Facilities (except those attendant in the operation of a healthcare facility in the ordinary course of business); (iii) there are no structural defects in any building or structure that would adversely affect the operation of the Healthcare Facilities as presently conducted; and (iv) there are no life safety code deficiencies or other survey requirements which are not subject to waiver or currently the subject of a plan of correction which is being implemented.

4.20 Medicare and Medicaid Participation; Reimbursement Rates

Except as disclosed in Section 4.20 of HHC's Disclosure Schedule:

(a) HHC is qualified for participation in the Medicare and Medicaid programs and has current and valid provider agreements with the Medicare and Medicaid programs. To the Knowledge of HHC, HHC is in substantial compliance with the conditions of participation in the Medicare and Medicaid programs, and there are no failures of compliance (whether or not substantial) which might reasonably be expected to affect HHC's continuing participation in such programs after Closing.

(b) HHC has no rate appeal currently pending before any Governmental Authority or any administrator of any third-party payor program or, to the Knowledge of HHC, is subject to any applicable state or local Law that has been enacted, promulgated or issued, or will otherwise

become applicable, within the 18 months preceding the Closing Date and that in any such case has resulted or may result in any reductions in rates and reimbursement applicable to HHHC.

(c) HHHC maintains a process for the filing of reimbursement claims and has timely and accurately filed all requisite reimbursement claims and other reports required to be filed in connection with all Federal Healthcare Programs in which HHHC participates that are due on or before the Closing Date and otherwise has taken all such actions, in accordance with its past practice, that will enable it to file reimbursement claims and other reports which relate to services provided on or before the Closing Date (it being understood that some claims for services rendered prior to the Closing Date will not be filed until subsequent to the Closing Date), except to the extent that any such failure or failures would not have a Material Adverse Effect. To HHHC's knowledge, it has not billed for any services that were not provided by HHHC. Except for routinely scheduled Medicare and Medicaid program participation and certification surveys pursuant to the Medicare and Medicaid contracts and filings of HHHC, there are no pending audits or investigations by or pending adjudicatory processes with a Governmental Authority or contractor thereof with respect to any Medicare and Medicaid claim filed by HHHC and, to HHHC's Knowledge, there is not any claim, investigation, program integrity review or audit threatened by any such Person, including, without limitation, any intermediary, carrier, or other state or Federal agency, or with respect to any program compliance matters.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SH

SH represents and warrants to HHHC that each statement contained in this Article 5 is true and correct with respect to SH as of the date hereof and will be true and correct with respect to SH as of the Closing Date, except as described in its Disclosure Schedule. The representations and warranties set forth in this Article 5 are the sole and exclusive representations and warranties being made by SH.

5.1 Organization and Good Standing

(a) SH is duly organized, validly existing and in good standing under the Laws of New Hampshire, and has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. SH has delivered to HHHC a complete and accurate copy of the Organizational Documents of SH as in effect on the date hereof. SH is not in breach or violation of or default under any provision of its Organizational Documents.

(b) SH is duly licensed or qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which it owns or leases property or assets or the nature of its activities requires such licensing or qualification, except where the failure to obtain such license or qualification could not reasonably be expected to have a Material Adverse Effect.

(c) Section 5.1(c) of SH's Disclosure Schedule lists the Affiliates of SH and describes the business or activities of such Affiliate and the basis for affiliation.

5.2 Authorization; Valid and Binding Agreement

SH has full power and authority to execute, deliver and perform its obligations under this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and by the Ancillary Agreements have been duly and validly authorized by all necessary action on the part of SH, and no other approval on the part of SH is necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements and the transactions contemplated by this Agreement and by the Ancillary Agreements. This Agreement constitutes, and upon their execution and delivery, the Ancillary Agreements will constitute, a valid and binding agreement of SH, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and to general principles of equity.

5.3 Capitalization

SH does not have any capital stock. Section 5.3 of SH's Disclosure Schedule includes a complete list of any Person who is a member of SH.

5.4 No Conflicts; Consents

(a) Except for the consents, approvals or notices listed on Section 5.4 of SH's Disclosure Schedule, the execution and delivery of this Agreement and the Ancillary Agreements do not, and the performance by SH of any of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby (in each case, with or without the giving of notice or lapse of time, or both) will not, directly or indirectly, (i) violate or conflict with or result in the breach of the provisions of any of the Organizational Documents of SH or any Affiliate; (ii) violate, breach, conflict with or constitute a default, an event of default, or an event creating any additional rights (including rights of amendment, impairment, modification, suspension, revocation, acceleration, termination or cancellation), impose additional obligations or result in a loss of any rights, or require a consent or the delivery of notice, under any material agreement, Law or Permit applicable to SH or to which SH is a party or a beneficiary or otherwise subject; or (iii) result in the creation of any Liens upon any asset owned or used by SH or any Affiliate.

(b) Except for the consents, approvals or notices listed on Section 5.4 of SH's Disclosure Schedule, no notices, reports, registrations or other filings are required to be made by Party with, nor are any consents, approvals or authorizations required to be obtained by SH from, any Governmental Authority or any other Person, in connection with the execution, delivery or performance by SH of this Agreement or any Ancillary Agreement.

5.5 Financial Statements; Related Persons

(a) SH has delivered to HHHC complete and accurate copies of the consolidated audited balance sheets of SH and each of the Hospital Systems as of the close of each of the three

preceding Fiscal Years and the related statements of income, comprehensive income and accumulated other comprehensive loss, and cash flows for the years then ended (the "Financial Statements"). The Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods; (ii) were prepared from the books and records of SH; (iii) are complete and accurate in all material respects; and (iv) fairly present the financial condition of SH and the results of operations of SH as of and for the periods set forth therein. The balance sheet of SH as of the end of its latest audited Fiscal Year is referred to herein as the "Balance Sheet" and the date thereof as the "SH Balance Sheet Date".

(b) SH has delivered to HHHC a true, correct and complete list of (i) all debt instruments, loan documents, indentures, debentures, guarantees or other written obligations which involve indebtedness of SH to any Person for borrowed money, and (ii) the dollar amount outstanding under such item. Other than the items identified as provided herein, SH has no indebtedness.

(c) Neither SH nor either Hospital System has any material Liabilities except (i) those that are adequately reflected or reserved against in the Financial Statements dated as of the close of its most recent Fiscal Year; (ii) those that have been incurred in the ordinary course of business consistent with past practice since the SH Balance Sheet Date; and (iii) those that, in the aggregate, do not exceed \$100,000 and that would not have a Material Adverse Effect.

(d) Except for amounts payable arising out of bona fide patient services or as disclosed in Section 5.5(d) of SH's Disclosure Schedule, no employee, officer, or trustee, of SH or either of the Hospital Systems, or, to the Knowledge of SH, any member of any such Person's immediate family (collectively, "Related Persons"): (i) owes any material amount to the SH nor does SH owe any material amount to nor has SH committed to make any loan or extend or guarantee credit to or for the benefit of, any Related Person; (ii) is a party to any Contract or is involved in any business arrangement or other relationship with SH or the Hospital Systems; (iii) owns any asset, property or right, tangible or intangible, that is used by SH or the Hospital Systems; (iv) has any claim or cause of action against SH or the Hospital Systems; or (e) owns any direct or indirect material interest in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a direct competitor, supplier, customer, landlord, tenant, creditor or debtor of SH or the Hospital Systems.

5.6 Taxes; Charitable Status

(a) All Tax Returns required to have been filed by or with respect to SH or the Hospital Systems have been duly and timely filed (or, if due between the date hereof and the Closing Date, will be duly and timely filed), and each such Tax Return correctly and completely reflects all information required to be reported thereon. All Taxes owed by SH or the Hospital Systems (whether or not shown on any Tax Return) have been timely paid (or, if due between the date hereof and the Closing Date, will be duly and timely paid). SH and the Hospital Systems have adequately provided for, in their books of account and related records, Liabilities for all unpaid Taxes.

(b) There is no Action or audit currently pending or, to the Knowledge of SH, proposed or threatened against, or with respect to, SH or the Hospital Systems in respect of any Taxes. Neither SH nor the Hospital Systems is currently subject to any extension of time within which to file any Tax Return. There are no Liens on any of the assets or properties of SH or the Hospital Systems with respect to Taxes.

(c) SH and the Hospital Systems have withheld and timely paid all Taxes required to have been withheld or paid and have complied in all material respects with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto.

(d) There is no dispute or claim concerning any Liabilities for Taxes with respect to SH or the Hospital Systems for which notice has been provided to SH or the Hospital Systems, or which is otherwise known to SH.

(e) SH's activities to date have consisted solely of the activities described in its Application for Recognition of Tax-Exempt Status (Form 1023) filed with the Internal Revenue Service. SH has continued to operate in accordance with its status as a charitable organization exempt from federal income taxation as described in Section 501(c)(3) of the Internal Revenue Code. In addition, SH qualifies as an organization that is not a private foundation under Section 509(a)(1) of the Code. SH has not received notice from the IRS that its status as a charitable organization under Section 501(c)(3) or as an organization that is not a private foundation under Section 509(a)(1) has been revoked or modified. A true and correct copy of SH's IRS determination letter is attached hereto as Section 5.6 of SH's Disclosure Schedules, and said determination letter remains in force and has not been modified or revoked. Section 5.6 of the Disclosure Schedule contains a list of each Party's subsidiaries and Affiliates which are intended to operate as a charitable organization exempt from federal income taxation and a reference to the applicable exemption under Section 501 of the Internal Revenue Code.

5.7 Compliance with Law; Permits

(a) Section 5.7(a) of SH's Disclosure Schedule sets forth each Order entered, issued or rendered by any Governmental Entity to SH or the Hospital Systems or to which SH, the Hospital Systems or their respective business or properties or assets are subject.

(b) Each of SH and the Hospital Systems has at all times conducted its business and activities, including, without limitation, its billing and collection activities, its medical records management activities, and its general business operations, in compliance with all applicable Laws except for such non-compliance as could not reasonably be expected to result in a Material Adverse Effect. SH and the Hospital Systems have filed on a timely basis all reports, data and other information required to be filed with any Governmental Authority.

(c) SH and the Hospital Systems have obtained and own or hold all Permits which are necessary to conduct its business as currently conducted or by which any of its properties or assets is subject, except for Permits, the absence of which could not reasonably be expected to

have a Material Adverse Effect. Each such Permit is valid and in full force and effect and is listed on Section 5.7(c) of SH's Disclosure Schedule.

(d) Neither SH nor the Hospital Systems has received from a Governmental Authority notice regarding (i) any violation of, conflict with, Material Investigation related to, or failure to conduct its business in compliance with, any Law or Permit or (ii) the termination, revocation, cancellation, suspension or other impairment or modification of, any Permit. SH is not in default (or has not received notice of any claim of such default) with respect to any Permit, except for defaults that could not reasonably be expected to result in a Material Adverse Effect.

(e) SH and the Hospital Systems have timely and accurately filed all requisite reports, returns, data, and other information required by all Governmental Authorities to be filed with any commissions, boards, bureaus, and agencies with respect to its business and activities, and has paid all sums heretofore due with respect to such reports and returns, and no such report or return has been inaccurate, incomplete or misleading, except for such inaccuracies as would not reasonably be expected to result in a Material Adverse Effect.

5.8 Litigation

Except as set forth in Section 5.8 of SH's Disclosure Schedule, there is no action, suit or proceeding, claim, arbitration, litigation or investigation (each, an "Action"), (i) pending or, to the Knowledge of SH or the Hospital Systems, threatened against or affecting SH or its business, properties or assets, or (ii) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or the Ancillary Agreements. There is no unsatisfied judgment, penalty or award against SH affecting its assets or properties.

5.9 Non-Exclusion

SH represents that neither it, any Affiliate nor any employee, officer or trustee is or ever has been excluded, debarred, or otherwise ineligible to participate in any Federal health care program as defined in 42 USC § 1320a-7b(f) ("Federal Healthcare Programs"), or convicted of a criminal offense related to the provision of health care items or services, and further that neither it nor any of its employees is currently under investigation or otherwise aware of any circumstances which may result in its or their being excluded from participation in any Federal Healthcare Program.

5.10 Absence of Certain Changes or Events

Except as set forth in Section 5.10 of SH's Disclosure Schedule, since the SH Balance Sheet Date there has not been any event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.11 EPIC Electronic Health Record

SH represents that SH and its Affiliates have executed a contract or contracts with Epic Systems Corporation, Inc. ("EPIC") for the use, licensing, installation, and implementation of the EPIC Electronic Health Record (EHR) system (collectively, the "EPIC Contract"). SH represents that the EPIC Contract is in full force and effect and is valid and enforceable in accordance with its

terms. SH represents that it and its Affiliates have complied with, and are in compliance with, the EPIC Contract. SH is not, and its Affiliates are not, in material default in the performance, observance or fulfillment of any obligation, covenant, condition or other term contained in the EPIC Contract. To the Knowledge of SH, no event has occurred which, with or without the giving of notice or lapse of time, or both, could violate, breach, conflict with or constitute a default, an event of default, or event creating any additional rights, impose additional obligations, or result in any loss of rights under the EPIC Contract.

5.12 Medicare and Medicaid Participation; Reimbursement

(a) SH's Affiliates are qualified for participation in the Medicare and Medicaid programs and have current and valid provider agreements with the Medicare and Medicaid programs.

(b) SH's Affiliates maintain a process for the filing of reimbursement claims and have timely and accurately filed all requisite reimbursement claims and other reports required to be filed in connection with all Federal Healthcare Programs in which these Affiliates participate that are due on or before the Closing Date and otherwise has taken all such actions, in accordance with its past practice, that will enable it to file reimbursement claims and other reports which relate to services provided on or before the Closing Date (it being understood that some claims for services rendered prior to the Closing Date will not be filed until subsequent to the Closing Date), except to the extent that any such failure or failures would not have a Material Adverse Effect.

ARTICLE 6 COVENANTS

6.1 Establishment of Combination Working Group

(a) As soon as practicable following the execution of this Agreement, HHHC and SH shall establish a "Combination Working Group" comprised of the Chief Executive Officers and other selected officials of each Party. The Combination Working Group shall be authorized, subject to applicable Law and the provisions of this Agreement, to oversee and manage activities identified in paragraph (b) of this Section 6.1.

(b) Immediately upon its formation (and prior to the Closing Date), the Combination Working Group is authorized to establish, appoint and manage one or more subcommittees to commence the process of evaluating and planning the administrative, operational and clinical integration of HHHC into the SH Network to achieve the objectives of the Combination, including achievement of efficiencies and implementation of best practices. The Combination Working Group is further authorized to retain such consultants and advisors as it deems necessary to facilitate the activities of any such subcommittees, the costs of which shall, except as otherwise may be agreed by the parties, be borne by the Parties in the same proportion as other transactional expenses associated with the Combination. The Parties will confer with the Combination Working Group with respect to the status of the operations and finances between the effective date of this Agreement and Closing, including by providing notice of any matters

that will or could reasonably be expected to cause a material breach of any representation or warranty. Upon the Closing, the Combination Working Group shall be dissolved and the governance of HHHC shall be dictated exclusively by the SH Bylaws and the HHHC Bylaw Amendments.

(c) Notwithstanding the establishment of the Combination Working Group pursuant to this Section 6.1, HHHC shall continue to be managed by its Board of Directors and management from the effective date hereof until Closing, but subject to all of the conditions of this Agreement, including this Article 6.

6.2 Conduct of Business

(a) Except (i) as disclosed to the other Party (including as set forth on Section 4.11 of the HHHC Disclosure Schedule); (ii) as required by applicable Law; or (iii) with the prior written consent of the other Party (which consent shall not be unreasonably withheld), during the period commencing on the effective date hereof and ending at the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, each Party shall carry on its business in the ordinary course in a manner consistent with past practice, pay its debts and Taxes when due, and, to the extent consistent therewith, use its reasonable best efforts to keep intact its business, keep available the services of its current employees and preserve its relationships with Persons with which it has significant business relationships.

(b) Without limiting the generality of Section 6.2(a), except (i) as disclosed to the other Party (including as set forth on Section 4.11 of the HHHC Disclosure Schedule or on Section 5.10 of the SH Disclosure Schedule); (ii) as required by applicable Law or the terms of this Agreement; or (iii) with the prior written consent of the other Party (which consent shall not be unreasonably withheld), during the period commencing on the date hereof and ending at the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, neither Party shall take any action or enter into any transaction that would result in any of the following:

- (i) any amendment to or change in the Organizational Documents of the Party, except as contemplated by this Agreement;
- (ii) any delay or postponement of the payment of accounts payable or other liabilities, in each case, outside the ordinary course of business or in a manner inconsistent with past practice;
- (iii) any change in its accounting principles or practices or the methods by which such principles or practices are applied for financial reporting purposes (except as required by GAAP);
- (iv) any write down or write up of assets other than in the ordinary course of business consistent with past practice and in accordance with GAAP;
- (v) any change or revocation of any Tax election, any amendment of any Tax Return, any settlement or compromise of any Tax Claim or liability or any change in its Tax accounting method;

- (vi) any complete or partial liquidation, dissolution, restructuring or other reorganization of the Party;
 - (vii) require disclosure pursuant to this Agreement (including under Section 4.11 of HHC's Disclosure Schedule or Section 5.11 of SH's Disclosure Schedule) were it performed or had it occurred since the Balance Sheet Date; or
 - (viii) any authorization or entry into any Contract to do any of the foregoing.
- (c) Without limiting the generality of Sections 6.2(a) and (b), except (i) as set forth on Section 4.11 of the HHC Disclosure Schedule, (ii) as required by applicable Law or the terms of this Agreement, (iii) with the prior written consent of SH (which consent shall not be unreasonably withheld) or (iv) as contemplated by the applicable Capital and Operating Budgets for HHC, during the period commencing on the date hereof and ending at the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, HHC shall not enter into any of the following transactions to the extent that any such transactions would result in an aggregate financial impact to HHC of \$250,000 in excess of the Capital or Operating Budgets during the period through the Closing Date or termination of this Agreement:
- (i) any (A) adoption, establishment, amendment, or termination of any Benefit Plan; (B) entry into any collective bargaining agreement or other Contract with any labor organization or union; (C) entry into or amendment or modification to an employment, consulting, severance, change in control or similar Contract; (D) increase in the rate of compensation (including bonus opportunities) or benefits (including severance) of any employee, officer, manager, partner, consultant or independent contractor of HHC, except for any incentive compensation plan consistent with past practice and disclosed to the other Party; (E) grant of any severance or termination pay unless required by the express terms of any Benefit Plan; or (F) exercise any discretion to accelerate the vesting or payment of any compensation or benefit under any Contract or Benefit Plan;
 - (ii) (A) except in the ordinary course of business consistent with past practice, any cancellation, material modification, termination or grant of a material waiver or release of any Permit, Material Contract or other right or claim or give any consent or exercise any material right thereunder or (B) entry into any Contract which would be a Material Contract;
 - (iii) any acquisition, sale, transfer, conveyance, lease or other disposition of any properties or assets of HHC other than in the ordinary course of business consistent with past practice;
 - (iv) any incurrence, guarantee, or assumption by HHC of any Indebtedness, or mortgage, pledge or grant of a Lien on any of HHC's properties or assets;

- (v) any loan, advance or capital contribution to, or investment in, any Person other than advances to employees in the ordinary course of business consistent with past practice; or
- (vi) any capital expenditures.

6.3 Access to Information

Each Party shall provide to the other Party, subject to the terms of the Confidentiality Agreement, reasonable access at all reasonable times to the offices, properties, facilities, and books and records of such Party and the officers, trustees, employees, accountants, counsel, consultants, advisors, agents and other representatives of the Party to discuss the business, financial condition or prospects of the Party, provided that such access does not unreasonably disrupt the normal operations of the Party and shall comply with all applicable Laws.

6.4 Public Announcements

Neither Party nor any Affiliate shall issue any press release or make any public statement relating to the subject matter of this Agreement without the prior written approval of all Parties or as otherwise prepared in accordance with Section 10.2; provided, however, that either Party may make any public disclosure it believes in good faith is required by applicable Law.

6.5 Maintenance of Books and Records

Each Party shall maintain all books and records in accordance with past practice, except as otherwise required by applicable Law, through and after the Closing Date.

6.6 Further Assurances

Each Party shall use its commercially reasonable efforts to take, or cause to be taken, all actions necessary or appropriate to consummate and make effective the transactions contemplated by this Agreement. If at any time (whether before or after the Closing) any further action is necessary or appropriate to carry out the purposes of this Agreement, the Parties shall use their commercially reasonable efforts to take, or cause to be taken, that action.

6.7 Governmental Consents and Conditions

(a) Each Party shall each use commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement and to cause the Closing to occur, including using commercially reasonable efforts to obtain or transfer all Permits, consents, qualifications, notices to and orders of Governmental Authorities as are necessary for the consummation of the transactions contemplated by this Agreement and each Party's operation as of the Closing in the ordinary course of business, to effect all necessary registrations, notices and submissions of information requested or required by Governmental Authorities, and to fulfill the conditions to the transactions contemplated by this Agreement. Further, the Parties shall act in good faith to take or cause to be taken all

appropriate action to satisfy the conditions set forth in Article 7, and neither Party shall intentionally take any actions that would, or that could reasonably be expected to, result in any of the conditions set forth in Article 7 not being satisfied.

(b) Without limiting the generality of the foregoing, as promptly as practicable after the date of this Agreement, the Parties shall authorize the preparation and filing of any filings required by any Governmental Authority relating to the transactions contemplated by this Agreement (collectively, the "Governmental Filings"). Each Party shall promptly respond to the other Party and its counsel with respect to any comments on, or any request for amendments or supplements to, any Governmental Filings by any Governmental Authority or official. Neither Party shall correspond with any Governmental Authority with respect to any Governmental Filings, other than as jointly agreed by the Parties and counsel.

6.8 Representations and Warranties; Notices

Each Party agrees that it shall not take or cause to be taken any action which would cause or constitute a breach, or would, if it had been taken prior to the date of this Agreement, have caused or constituted a breach of, any of the representations and warranties in this Agreement made by such Party. Each Party shall, in the event of, or promptly after the occurrence of, or promptly after obtaining knowledge of the occurrence of or the impending or threatened occurrence of, any fact or event which could cause or constitute a Material Adverse Effect, or a breach of any of the representations and warranties in this Agreement made by such Party, give detailed notice thereof to the other Party; and shall use its best efforts to prevent or to remedy promptly such breach. No disclosure by either Party pursuant to this Section 6.8 shall be deemed to amend or supplement the Party's Disclosure Schedule or cure any misrepresentation or breach of warranty.

6.9 Exclusive Dealing

During the period commencing on the date hereof and ending at the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, neither, HHC, nor any of its officers, will, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to any transaction, merger or affiliation similar to this Agreement; and HHC will immediately notify SH regarding any contact between it or its representatives or affiliates and any other person regarding any such offer or proposal or any related inquiry.

ARTICLE 7

CONDITIONS TO CLOSING

The obligations of each Party under this Agreement to consummate the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions:

7.1 Representations and Warranties

The representations and warranties of the other Party contained in this Agreement shall be true and complete in all material respects (except for such representations and warranties that are qualified by materiality, which representations and warranties shall be true and complete in all respects) on and as of the date of this Agreement and on and as of the Closing Date as though such representations and warranties were made on and as of such date (other than such representations and warranties that are expressly made as of an earlier date, which need only be true and complete in all material respects or true and complete, as the case may be, as of such earlier date).

7.2 Covenants

The other Party shall have performed, in all material respects, all obligations required to be performed by such Party under this Agreement at or prior to the Closing Date, provided, however, that, with respect to agreements, covenants and conditions that are qualified by materiality, the other Party shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

7.3 No Prohibition

No statute, rule, regulation, executive order, judgment, decree, temporary restraining order or preliminary or permanent injunction shall have been enacted, entered, promulgated, enforced or issued, and no action or proceeding shall be pending or threatened, at any time before any Governmental Authority by any Person seeking to restrain, invalidate or prohibit, or to obtain damages or other relief in connection with, the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement.

7.4 Government Approvals

(a) All other filings with, notices to and consents, authorizations and approvals of any Governmental Authority that are required for the consummation of the transactions contemplated by this Agreement shall have been made and obtained. Without limiting the generality of the foregoing, the Parties shall have received the consent, authorization or non-objection of the Charitable Trusts Unit of the Office of the New Hampshire Attorney General.

(b) No Approval or other action of a Governmental Authority in connection with the transactions contemplated by this Agreement shall (i) require a Party to take any action or series of actions, or refrain from taking any action, that would in the aggregate have a Material Adverse Effect on such Party or its Affiliates or (ii) (A) result in the application of depreciation recapture provisions of New Hampshire law in a manner deemed, in the reasonable determination of the affected Party, to be substantially or materially detrimental to the financial condition of that Party, or (B) result, or be reasonably deemed by a Party to be likely to result, in the imposition on such Party of any material Medicare or Medicaid liability incurred (either historically or prospectively) by the other Party.

7.5 Bring-Down Certificate

The other Party shall have delivered a certificate executed by an executive officer of the other Party confirming that the conditions set forth in this Article 7 applicable to such Party have been satisfied.

7.6 Closing Deliveries and Actions

The deliveries and actions described in Section 3.2 shall have been made and performed by the other Party substantially in the form attached as Exhibits or, if not so attached, in form and substance reasonably satisfactory to the Party.

ARTICLE 8 TERMINATION

8.1 Termination Before Closing

Prior to Closing, this Agreement may be terminated for any one of the following reasons:

- (a) by mutual written consent of both Parties at any time;
- (b) by either Party with 30 days prior written notice if the Parties have failed to obtain the required government approvals within either the later of 180 days of the date of this Agreement or the length of any alternate review period employed by the Charitable Trusts Unit of the Office of the New Hampshire Attorney General pursuant to Exhibit B to Emergency Order 29 of New Hampshire Governor Christopher Sununu;
- (c) by either Party with 30 days prior written notice if the Closing Date has not occurred on or before December 31, 2021; and
- (d) by any party with 30 days prior written notice if another Party has materially breached any representation and warranty, has not satisfied any conditions to closing set forth in Article 7, or failed to comply with its obligations under the Agreement without cure for of at least 60 days.

8.2 Termination After Closing.

After Closing, this Agreement may be terminated as follows:

- (a) Mutual Agreement. SH and HHHC may terminate this Combination Agreement at any time through mutual written consent.
- (b) Material Breach. Either party may terminate this Combination Agreement upon the occurrence of a material breach of this Combination Agreement after giving written notice to the breaching party and either (i) the breaching party has been unable to cure the breach, if curable, to the reasonable satisfaction of the non-breaching party within 90 days after the breaching party's receipt of such notice; or (ii) if it would not be reasonably possible for the breaching party to remediate such material breach within the 90-day period, the breaching party has not, to

the reasonable satisfaction of the non-breaching party, commenced remediation within such 90-day period and thereafter diligently continued to pursue such remediation to completion. Notwithstanding the above, neither party may terminate this Agreement for cause unless a panel of arbitrators determines, in accordance with the dispute resolution procedures described in Section 11.3, that a material breach has occurred that is not capable of cure.

(c) Change in Control. HHHC may terminate this Combination Agreement immediately after giving written notice to SH upon a material change of "Control" of SH, as defined by RSA 7:19-b, I(c). For avoidance of doubt, a material change of "Control" of SH would not include the affiliation of SH with another entity or organization in a manner consistent with the shared governance model reflected in the EHS/SNHHS Combination Agreement.

(d) Material Change in Law or Regulation. Either party may terminate this Combination Agreement if a subsequent and material change in applicable laws or regulations prohibits, or substantially and materially impairs, the Parties' ability to continue to operate as contemplated by this Agreement.

8.3 Effect of Termination

If the Agreement is terminated, the Agreement shall become void and have no effect, and the termination shall be without cost, expense or liability on the part of any party to another, except as the Parties may have otherwise agreed with respect to certain costs; provided, however, that no party shall be relieved or released from any liabilities or damages arising out of its breach of any provision of the Agreement.

8.4 Continuation of Shared Services Following Post-Closing Termination

If this Agreement terminates at any time after the Closing for any reason, SH shall continue to provide HHHC with the Shared Services being provided to HHHC at the time of termination for at least 18 months and at a cost consistent with the previous 18 months, in order to allow HHHC sufficient transition time.

ARTICLE 9

SURVIVAL AND INDEMNIFICATION

9.1 Survival

(a) The representations and warranties of the Parties contained in this Agreement, except those contained in Section 4.1 and Section 5.1 (Organization and Good Standing), Section 4.2 and Section 5.2 (Authorization; Valid and Binding Agreement) and Section 4.6 and Section 5.6 (Taxes), shall expire and be terminated and extinguished 60 days after the expiration of the applicable statute of limitations; provided that the expiration shall not apply with respect to claims made by any party prior to such date.

(b) The representations and warranties contained in Section 4.1 and Section 5.1 (Organization and Good Standing; Affiliates), Section 4.2 and Section 5.2 (Authorization; Valid

and Binding Agreement) and Section 4.6 and Section 5.6 (Taxes; Charitable Status) (the "Fundamental Representations and Warranties") shall survive indefinitely.

(c) The provisions of Section 6.4 (Public Announcements), this Article 9, the Confidentiality Agreement described in Section 10.1, and Section 12.10 (Governing Law) shall survive indefinitely.

9.2 Indemnification by Each Party

Each Party (the "Indemnifying Party") agrees to indemnify the other Party, its Affiliates and their respective officers, trustees, managers, shareholders, members, employees and agents and their respective heirs, successors and assigns (the "Indemnified Parties") against, and hold them harmless from, any loss, liability, assessment, Tax, fine, penalty, claim, damage, expense or cost (including legal fees and expenses) ("Damages") based upon, arising from or relating to:

(a) any inaccuracy in or breach of any representation or warranty of the Indemnifying Party set forth in this Agreement or in any Ancillary Agreement or certificate delivered by the Indemnifying Party in connection with the Closing; and

(b) any inaccuracy in or breach of any covenant or agreement by the Indemnifying Party set forth in this Agreement or in any Ancillary Agreement.

9.3 Limits on Indemnification

(a) Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be obligated to indemnify the Indemnified Parties pursuant to Section 9.2, unless the aggregate of all Damages for which any one or more Indemnified Parties would be liable exceeds, on a cumulative basis, \$100,000 (the "Deductible"), at which point the Indemnified Parties shall be entitled to indemnification for Damages from the first dollar. The maximum amount of Damages for which the Indemnifying Party shall be obligated to indemnify the Indemnified Parties pursuant to Section 9.2, shall not exceed an amount equal to \$1,000,000.

(b) If the Indemnified Parties are indemnified for any Damages pursuant to this Agreement with respect to any Third-Party Claim, then the Indemnifying Party shall be subrogated to all rights and remedies of the Indemnified Parties against such third party, and the Indemnified Parties shall reasonably cooperate with and assist the Indemnifying Party in asserting all such rights and remedies against such third party.

(c) The right to indemnification, payment, reimbursement, or other remedy based upon any such representation, warranty, covenant, or obligation shall not be affected by any investigation conducted or any knowledge acquired at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of, or compliance with, such representation, warranty, covenant, or obligation.

(d) Any claims or losses set forth with reasonable specificity in an indemnity notice given prior to the applicable survival date shall survive until resolved in accordance herewith.

(e) The amount of any Damages suffered by any Party under this Agreement shall be reduced by the amount, if any, of actual cash recovery (net of reasonable expenses incurred in obtaining such recovery or benefit, including attorneys' fees and costs, and any increased premiums attributable to the payment of such cash recovery or the existence of such Damages) that such Party receives under any insurance policies.

(f) Each of the Parties shall use commercially reasonable efforts to mitigate all Damages to the extent required by Law upon, and after becoming aware of, any event that would reasonably be expected to give rise to Damages.

(g) Notwithstanding any other term herein, no Party shall be obligated to any other Person for any special damages, punitive damages, consequential damages or damages for lost revenues.

9.4 Procedures for Indemnification

Any Indemnified Party shall give the Indemnifying Party notice of any claims of any third party which are subject to the indemnification provided for in this Article 9 (collectively, "Third-Party Claims"), stating the amount of the Damages, if known, and method of computation thereof. The Indemnified Party shall give the Indemnifying Party notice of such Third-Party Claim no later than 30 days from the receipt by the Indemnified Party of such notice; provided, however, that the failure to provide such timely notice shall not release the Indemnifying Party from any of its obligations under this Article 9 except to the extent the Indemnifying Party forfeits material rights or defenses by reason of such failure or is otherwise materially adversely prejudiced by such failure. The Indemnifying Party shall be entitled to assume and control the defense of such Third-Party Claim at its expense and through counsel reasonably acceptable to the Indemnified Party if it acknowledges, without qualification, its indemnification obligations hereunder and gives notice of its intention to do so to the Indemnified Party within 30 days of the receipt of such notice from the Indemnified Party. If the Indemnifying Party elects not to defend the Indemnified Party, whether by not giving the Indemnified Party timely notice as provided above or otherwise, then Indemnitee shall have the right to defend itself and any costs and expenses associated with such defense shall be conclusively deemed to be a liability of the Indemnifying Party hereunder. The Indemnified Party shall be entitled to retain counsel reasonably acceptable to the Indemnifying Party, at the expense of the Indemnified Party should the Indemnified Party determine such independent counsel to be necessary. Each party agrees to reasonably cooperate with the other parties in the defense of any Third-Party Claim and make available to the defending Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in that Party's possession or under that Party's control relating thereto as is reasonably required by that Party defending the claim. No Third-Party Claim shall be settled or compromised by either the Indemnifying Party or the Indemnified Party without the written consent of the other party (which shall not be unreasonably withheld or delayed).

Any action by an Indemnified Party on account of Damages which does not result from a Third Party Claim (a "Direct Claim") shall be governed by and contingent upon the following additional terms and conditions: If, after receiving notice of a Direct Claim, the Indemnifying Party does not provide written notice to the Indemnified Party that it disputes such Direct Claim within ten days after its receipt of notice thereof, such Direct Claim shall be conclusively deemed Damages subject to indemnification hereunder. If the Indemnifying Party does dispute such

Direct Claim within such ten-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

9.5 Right of Setoff or Recovery

With respect to any amounts which become due and payable by an Indemnifying Party to an Indemnified Party pursuant to the express terms and conditions of this Agreement, the Indemnifying Party shall have a right to setoff against any amounts due and payable by any Indemnified Party to the Indemnifying Party.

ARTICLE 10

CONFIDENTIALITY AND PUBLICITY

10.1 Confidentiality and Joint Defense Agreements

The Parties acknowledge and agree that they remain subject to the Mutual Confidentiality, Exclusivity and Non-Disclosure Agreement dated February 6, 2020 (the "Confidentiality Agreement") and the Joint Defense and Common Interest Agreement dated September 24, 2020 (the "Joint Defense Agreement" and together with the Confidentiality Agreement, the "Prior Agreements"), and that the information being provided among the Parties in connection with the transactions contemplated by this Agreement is subject to the terms of the Prior Agreements. Notwithstanding any provision of the Prior Agreements to the contrary, effective upon the Closing, the Parties agree that Confidential Information may be shared with the Representatives (as both terms are defined in the Confidentiality Agreement) of either Party who have a need to know such information and agree to maintain the information as confidential.

10.2 Publicity

The Parties shall jointly cooperate in the arrangement, preparation and release of any press releases, news conferences or other public events or publications announcing the signing of the Agreement and/or Closing of the transactions or otherwise publicizing the Combination. The Parties agree to cooperate in the development of any trademarks, logos or symbols associated with the Combination, and to permit the use of each Party's trademarks, logos and symbols in connection with any publicity materials related to the Combination; provided that the materials themselves are cooperatively approved as provided herein. The Parties agree that a copy of this executed Agreement, including its exhibits, but not including the Disclosure Schedules, may be made public at any time determined by the Combination Working Group.

ARTICLE 11
DISPUTE RESOLUTION

11.1 Informal Dispute Resolution

(a) *Pre-Combination Disputes.* Before the Closing, each Party agrees to inform the other promptly of any concerns, disputes, or any circumstances which may impair the Party's performance of its obligations under this Agreement. The Parties shall confer and seek to resolve these concerns, disputes, or issues in good faith and within 30 days.

(b) *Post-Combination Disputes.* After the Closing, the Parties shall use best efforts to operate within the SH Network in accordance with the applicable organizational documents and in furtherance of the mutual vision and purpose described in Article 1 above. Should a dispute arise, the Parties shall use their best and good faith efforts to raise and resolve the dispute within 30 days. Until a dispute is finally resolved in accordance with this Article 11, and as long as this Combination Agreement remains in effect, the Parties shall continue to perform all of their respective obligations under this Combination Agreement.

11.2 Non-Binding Mediation

Any conflicts which cannot be resolved within 30 days through informal dispute resolution under Section 11.1 shall be referred to non-binding mediation. Within ten days following the expiration of the 30-day negotiation period, the Parties shall mutually agree on a mediator who is experienced in the mediation of the types of matters similar to those in dispute. The Parties shall share equally in the cost of the mediation. The mediation shall be held promptly after the mediator has been retained. Although non-binding, the Parties shall use their best and good faith efforts to resolve the dispute expeditiously.

11.3 Arbitration

If the Parties are not able to resolve a dispute at mediation, then they shall promptly submit the dispute to binding arbitration through the American Health Lawyers Association ("AHLA") and subject to the applicable AHLA Rules of Procedure for Arbitration. Three arbitrators will be selected from a panel provided by AHLA. The costs of the arbitration shall be divided in accordance with AHLA rules. The Parties shall submit their dispute to the arbitrator and agree to be bound by the arbitrator's decision. There will be no further appeal of that decision except for where fraud or misconduct has been alleged.

ARTICLE 12
GENERAL PROVISIONS

12.1 Expenses

Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly provided in this Agreement, the Parties shall pay all of their own costs and

expenses relating to the transactions contemplated by this Agreement, including the costs and expenses of their respective counsel, financial advisors, other consultants and accountants.

12.2 Entire Agreement

This Agreement and the Exhibits and Disclosure Schedules represent the entire understanding and agreement of the Parties with respect to the subject matter contained herein and therein, supersede all prior negotiations, representations and agreements, both written and oral, between or among the Parties, including but not limited to the Letter of Intent executed as of February 4, 2021, and may not be amended, supplemented or changed orally but only by an agreement in writing signed by the Party against whom enforcement is sought and making specific reference to this Agreement. In the event of any consistency between the terms of this Combination Agreement and any Exhibit hereto, the terms of such Exhibit shall control.

12.3 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties and to their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations under this Agreement may be transferred, assigned, pledged or hypothecated by either Party without the prior written consent of all of the others.

12.4 Notices

All notices, request, demands and other communications which are required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person, transmitted by facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery), or sent by registered or certified mail, postage prepaid or recognized overnight courier service addressed as follows:

President & Chief Executive Officer
SolutionHealth
360 NH Route 101, Suite 8
Bedford, NH 03110

President & Chief Executive Officer
Home Health and Hospice Care
7 Executive Park Drive
Merrimack, NH 03054

With a simultaneous copy to:
Sheehan Phinney Bass & Green, PA
1000 Elm Street, P.O. Box 3701
Manchester, NH 03105-3701
Attn: Jason D. Gregoire, Esq.

and/or to such other addresses and/or addressees as either Party shall have specified by notice in writing to the other Party. Any notice provided in accordance with this Section 12.4 shall be deemed to have been given (a) as of the date personally delivered or transmitted by facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery); (b) on the third Business Day after the mailing thereof; or (c) on the first Business Day after delivery by recognized overnight courier service.

12.5 Counterparts; Delivery

This Agreement may be executed in counterparts and multiple originals, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Each executed signature page to this Agreement and to each agreement and certificate delivered by a Party hereto pursuant to this Agreement may be delivered by any of the methods described in Section 12.4, including via facsimile, or via .PDF format, provided that such delivery is confirmed by the receiving Party.

12.6 Section and Paragraph Headings

The section and paragraph headings contained in this Agreement and the Disclosure Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the Disclosure Schedules.

12.7 No Third-Party Beneficiary

The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties to this Agreement.

12.8 Waiver

Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.9 Severability

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

12.10 Governing Law and Forum Selection

The provisions of this Agreement will be governed by and construed under the laws of the State of New Hampshire without regard to conflicts of laws principles. Any legal action arising from or relating to this Agreement shall be filed in the state or federal courts of New Hampshire.

ARTICLE 13 DEFINITIONS

For purpose of this Agreement:

“Action” has the meaning given to that term in Section 4.13.

“Affiliate” of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

“Amended HHHC Articles” has the meaning given to that term in Section 2.1.1.

“Ancillary Agreements” means all agreements and documents attached hereto as Exhibits, including without limitation the Disclosure Schedules.

“Balance Sheet” has the meaning given to that term in Section 4.5(a).

“Balance Sheet Date” has the meaning given to that term in Section 4.5(a).

“Benefit Plan” means any bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, arrangement under Section 457(b) or 457(f) of the Code, any other “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code), stock or equity purchase, stock option, stock or equity ownership, stock or equity appreciation rights, value creation, restricted stock or equity, phantom stock or equity, stock or cash award, leave of absence, layoff, stay, vacation, sick leave, holiday pay, paid time off, day or dependent care, legal services, cafeteria, flexible spending, life, health, welfare, post-retirement, accident, disability, worker’s compensation or other insurance, supplemental unemployment benefits, employee loan, educational assistance, fringe benefits, performance award, severance, separation, change of control, retention, employment or other employee benefit plan, practice, policy, agreement or arrangement of any kind, whether written or oral, whether funded or unfunded and whether for the benefit of a single individual or more than one individual, including but not limited to any “employee benefit plan” within the meaning of Section 3(3) of ERISA, and any employment, managerial advisory and consulting agreements, contracts and arrangements, employee confidentiality agreements or undertakings, employee severance agreements and any other agreements, arrangements, policies or understandings whether or not tax qualified and whether or not subject to ERISA, that are maintained, sponsored, contributed to or required to be contributed to by a Party for the benefit of any current or former employee, officer, director, retiree, stockholder, independent contractor or consultant of a Party, or any spouse or dependent of such individual, or under which a Party has or may have any liability, or

with respect to which a Party would reasonably be expected to have any liability, contingent or otherwise.

“Bring-Down Certificate” has the meaning given to that term in Section 7.6.

“Capital and Operating Budgets” means the most recently approved capital and operating budgets for each Party, copies of which have been provided to the other Party.

“CEO” means Chief Executive Officer.

“Closing” has the meaning given to that term in Section 3.1.

“Closing Date” has the meaning given to that term in Section 3.1.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Combination” has the meaning given to that term in the preamble.

“Combination Working Group” has the meaning given to that term in Section 6.1.

“Confidentiality Agreement” has the meaning given to that term in Section 10.1.

“Contract” means any agreement, contract, license, lease, commitment, arrangement or understanding, written or oral, including any invoice, sales order or purchase order.

“Damages” has the meaning given to that term in Section 9.2.

“Data Security Incident” has the meaning given to that term in Section 4.10(e).

“Deductible” has the meaning given to that term in Section 9.3(a).

“Direct Claim” has the meaning given to that term in Section 9.4.

“Disclosure Schedules” means executed written schedules delivered by each Party in advance of the execution of this Agreement identified as the “Final Disclosure Schedules.”

“EDI” has the meaning given to that term in Section 4.12(a)(viii).

“Effective Time” has the meaning given to that term in Section 3.1.

“Environmental Claims” has the meaning given to that term in Section 4.16(k)(1).

“Environmental Laws” has the meaning given to that term in Section 4.16(k)(2).

“Environmental Permits” has the meaning given to that term in Section 4.16(k)(3).

“ERISA Affiliate” has the meaning given to that term in Section 4.14(a).

“Federal Healthcare Programs” has the meaning given to that term in Section 4.18.

“Financial Statements” has the meaning given to that term in Section 4.5(a).

“Fiscal Year” means (i) in the case of SH, the period ending on June 30 of each year, and (ii) in the case of HHHC, the period ending on June 30 of each year.

“Fundamental Representations and Warranties” has the meaning given to that term in Section 9.1(b).

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Filings” has the meaning given to that term in Section 6.7(b).

“Governmental Authority” means any foreign, federal, state or local governmental or regulatory body, department, bureau, office, administrative agency, court or authority or body having jurisdiction over a Party or any Affiliate.

“Hazardous Substances” has the meaning given to that term in Section 4.16(k)(4).

“Healthcare Facilities” has the meaning given to that term in Section 4.19.

“HHHC Bylaw Amendments” has the meaning given to that term in Section 2.1.2.

“Hospital System” or “Hospital Systems” has the meaning given to that term in the preamble.

“Indemnified Parties” has the meaning given to that term in Section 9.2.

“Indemnifying Party” has the meaning given to that term in Section 9.2.

“Intellectual Property” means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and/or services, whether registered, unregistered or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations,

continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

“Intellectual Property Assets” means all Intellectual Property that is owned by the applicable Party and its Affiliates and used in or necessary for the conduct of the business.

“Interim Balance Sheet” has the meaning given to that term in Section 4.5(a).

“Joint Defense Agreement” has the meaning given to that term in Section 10.1.

“Knowledge” means, with respect to either Party, the actual knowledge, after reasonable inquiry, of each of the following persons associated with such Party: the Chair of the Board of Trustees, the Chief Executive Officer, the President, the Chief Financial Officer, the Controller and the Chief Medical Officer.

“Law” means any statute, law (including common law), constitution, treaty, charter, ordinance, code, Order, rule, regulation and any other binding requirement or determination of any Governmental Authority, including, without limitation the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, 42 U.S.C. 1301 *et. seq.*) and regulations promulgated thereunder, and applicable state laws having a similar subject matter and other applicable laws regarding the confidentiality and security of personal health information and personal identifying information.

“Leased Properties” has the meaning given to that term in Section 4.9(b).

“Letter of Intent” has the meaning given to that term in the preamble.

“Liabilities” means any direct or indirect liabilities, obligations, expenses, indebtedness, claims, losses, damages, deficiencies, guarantees, endorsements or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, due or to become due, liquidated or unliquidated, matured or unmatured or otherwise.

“Lien” means, with respect to any property or asset, any lien (statutory or otherwise), mortgage, pledge, charge, security interest, hypothecation, community property interest, equitable interest, option, right (including rights of first refusal), restriction (including restrictions on voting, transfer or other attribute of ownership), lease, license, other rights of occupancy, adverse claim, reversion, reverter, preferential arrangement or any other encumbrance in respect of such property or asset.

“Major Matters” has the meaning given to that term in Section 2.1.3.

“Manchester VNA” has the meaning given to that term in Section 1.2(c).

“Material Contracts” has the meaning given to that term in Section 4.12(a).

“Material Adverse Effect” means any change, effect, event or occurrence that is, or would reasonably be expected to be, materially adverse to, or has, or would reasonably be expected to

have, a materially adverse effect on, the business, condition (financial or otherwise), prospects or results of operations of a Party, other than any change, effect, event or occurrence resulting from (i) general economic conditions affecting the United States economy as a whole or (ii) changes in applicable Law with respect to Federal Healthcare Programs.

“Material Investigation” means, with respect to a Party, any investigation or claim in which the results, conclusions or findings of such investigation or claim could reasonably be expected to (i) result in regulatory sanctions, fines or corrective actions or (ii) adversely impact the financial condition or reputation of such Party.

“Multiple Employer Plan” has the meaning given to that term in Section 4.14(c).

“Network Affiliates” has the meaning given to that term in Section 1.2(a).

“Notice” has the meaning given to that term in Section 2.3.

“Order” means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision or directive issued, promulgated or entered by or with any Governmental Authority or arbitrator of competent jurisdiction or authority.

“Organizational Documents” means, with respect to any entity, the certificate of incorporation or formation, the articles of incorporation, bylaws, articles of organization, partnership agreement, limited liability company agreement, formation agreement, joint venture agreement or other similar organizational documents of such entity (in each case, as amended).

“Owned Properties” has the meaning given to that term in Section 4.9(a).

“Party” has the meaning given to that term in the preamble of Article 4.

“Permit” means any authorization, approval, consent, certificate, declaration, filing, notification, qualification, registration, license, permit or franchise or any waiver of any of the foregoing, of or from, or to be filed with or delivered to, any Person or pursuant to any Law.

“Permitted Liens” has the meaning given to that term in Section 4.9(a).

“Person” means any individual, corporation, partnership, limited liability company, trust, Governmental Authority or other organization or entity.

“Personal Data” means any information or data that alone, or in combination with other information or data, can be used to identify, locate or contact an individual (including any patient, customer or consumer) or which may be defined as ‘personal’, ‘personal information’ or ‘personally identifiable information’ under applicable Privacy Laws.

“Policies” has the meaning given to that term in Section 4.17.

“Prior Agreements” has the meaning given to that term in Section 10.1.

"Privacy Laws" means any data protection or privacy related Laws governing or restricting the disclosure, processing or use of any Personal Data (including any Personal Data relating to former, current or prospective patients, consumers or customer information or data (including information or data of patients) in any jurisdiction applicable to the a Party). For the avoidance of doubt, and without limiting the foregoing, "Privacy Laws" include the following laws and all regulations promulgated thereunder in effect from time to time: (i) Title V of the U.S. Gramm-Leach-Bliley Act of 1999; (ii) The American Recovery and Reinvestment Act of 2009 (ARRA), including the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. 17921-17954 (HITECH), and the Health Insurance Portability Act of 1996 (HIPAA); (iv) laws relating to the reporting of any breach of individually identifiable information that, if misused, disclosed, lost or stolen, would trigger an obligation to report such events; and (v) any subordinate legislation and any other similar data protection or privacy laws in any jurisdiction applicable to a Party or its Affiliates.

"Processing" means any operation or set of operations that is performed upon information or data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction, or, if different, the meaning given to this term or nearest equivalent term under applicable Privacy Laws with respect to Personal Data.

"Real Property Lease" has the meaning given to that term in Section 4.9(b).

"Related Persons" has the meaning given to that term in Section 4.5(e).

"SH Balance Sheet Date" has the meaning given to that term in Section 5.5(a).

"SH Network" has the meaning given to that term in the preamble.

"Tax" or "Taxes" means any and all federal, state, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, abandoned property, escheat, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, transfer taxes, unemployment, social security, workers' compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto.

"Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.


"Technology Infrastructure" has the meaning given to that term in Section 4.10(d).

"Third-Party Claims" has the meaning given to that term in Section 9.4.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SOLUTIONHEALTH, INC.

HOME HEALTH AND HOSPICE CARE

By: 
Sherry Hausmann
President and Chief Executive Officer

By: 
John Getts
President and Chief Executive Officer

EXHIBIT A
AMENDED HHHC ARTICLES OF AGREEMENT

[Form on subsequent pages.]

State of New Hampshire

Recording fee: \$25.00
Use black print or type.

Form NP-3
RSA 292:7

AFFIDAVIT OF AMENDMENT OF

Home Health & Hospice Care
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, John Getts, the undersigned, being the President and CEO
(Note 1) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was held for the purpose of amending the articles of agreement and the following amendment(s) were approved by a majority vote of the corporation's Board of Directors. (Note 2)

See attached amendments.

[If more space is needed, attach additional sheet(s).]

A true record, attest: _____
(Signature)
Print or type name: John Getts
Title: President & CEO
Date signed: _____

- 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, Rm 317, 25 Capitol St, Concord, NH

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

Form NP-3 (9/2015)

That Article II be deleted and replaced in its entirety with the following text:

The purpose for which this Corporation is established and organized and for which it shall be operated exclusively is to provide community home health, hospice, and bereavement services that enhance independence and the quality of life. The Corporation carries out this purpose through two primary missions: first, provision of hospice and bereavement services through its Community Hospice House and at patient homes and nursing facilities; and, second, provision of home care services including nursing, rehabilitation, therapy, medical social work, and licensed nursing assistance. The Corporation shall have the power to do all acts and things reasonably incident or desirable to further such purpose, including the power to receive by purchase, gift, grant, devise, bequest or in any other lawful manner any real or personal property and to hold, use, improve, operate, manage, lease, convey, convert and invest or otherwise dispose of by gift, sale, lease, or otherwise any real or personal property; to participate as joint venture or partner, general or limited, with others in connection with any act or thing in which this Corporation is empowered to engage; and to exercise all general powers conferred by Chapter 292, as amended, provided that the exercise of such powers furthers the purpose of the Corporation and provided further that no part of net earnings of the Corporation will inure to the benefit of any private individual, no substantial part of the activities of the Corporation will involve the carrying on of propaganda, or otherwise attempting to influence legislation, except as may be permitted by 26 U.S.C. § 501(h), and the Corporation will not participate in, or intervene in (including the publishing or distributing of statement) any political campaign on behalf of any candidate for public office.

That Article III be deleted and replaced in its entirety with the following text:

SolutionHealth, a New Hampshire voluntary corporation ("SolutionHealth") shall be the sole member of the Corporation. The Corporation shall issue no capital stock.

That Article IV be deleted and replaced in its entirety with the following text:

The principal place of business of the Corporation shall be 7 Executive Park Drive, Merrimack, New Hampshire, or at such other place as the Board of Directors may determine from time to time.

That Article VI be deleted and replaced in its entirety with the following text:

The Corporation shall be governed by a Board of Directors in accordance with the Bylaws of the Corporation.

EXHIBIT B
HHHC BYLAW AMENDMENTS

[Form on subsequent pages.]

**BYLAWS
OF
HOME HEALTH & HOSPICE CARE**

ARTICLE I

Name

The name of the Corporation shall be Home Health & Hospice Care, a New Hampshire non-profit corporation, hereinafter the "Corporation" or "HHHC."

ARTICLE II

Powers and Purpose

Section 2.1. Purpose. The purpose for which this Corporation is established and organized and for which it shall be operated exclusively is to provide community home health, and hospice, and bereavement services that enhance independence and the quality of life. The Corporation carries out this purpose through two primary missions: first, provision of hospice and bereavement services through its Community Hospice House and at patient homes and nursing facilities; and, second, provision of home care services including nursing, rehabilitation, therapy, medical social work, and licensed nursing assistance. The Corporation shall have the power to do all acts and things reasonably incident or desirable to further such purpose, including the power to receive by purchase, gift, grant, devise, bequest or in any other lawful manner any real or personal property and to hold, use, improve, operate, manage, lease, convey, convert and invest or otherwise dispose of by gift, sale, lease, or otherwise any real or personal property; to participate as joint venture or partner, general or limited, with others in connection with any act or thing in which this Corporation is empowered to engage; and to exercise all general powers conferred by Chapter 292, as amended, provided that the exercise of such powers furthers the purpose of the Corporation and provided further that no part of net earnings of the Corporation will inure to the benefit of any private individual, no substantial part of the activities of the Corporation will involve the carrying on of propaganda, or otherwise attempting to influence legislation, except as may be permitted by 26 U.S.C. § 501(h), and the Corporation will not participate in, or intervene in (including the publishing or distributing of statement) any political campaign on behalf of any candidate for public office.

Section 2.2. Limitations.

- (a) The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation as an organization described in Section 501(c) of the Internal Revenue Code of 1986, or any

successor provision.

- (b) The Corporation is not organized for pecuniary profit and shall not have any capital stock.
- (c) In the event of dissolution of the Corporation, the corporate assets shall be distributed only to organizations organized and operated for scientific, educational or other charitable purposes, within the meaning of 26 U.S.C. § 501 (c)(3), as it may be amended, as determined by vote of the Board of Directors of the Corporation in accordance with the provisions of the Bylaws. No portion of such assets shall be distributed to or inure to the benefit of any officer, director, member or employee of the Corporation or other individual or to any organization a substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation or intervening in (including the publishing or distributing of statements) and political campaign on behalf of any candidate for public office.

ARTICLE III

Location

Section 3.1. The principal office of the Corporation shall be located at 7 Executive Park Drive, Merrimack, New Hampshire.

Section 3.2. The Corporation may also have offices at such other places, within or without the State of New Hampshire, where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

ARTICLE IV

Membership

Section 4.1. The sole member of the Corporation shall be SolutionHealth, a New Hampshire voluntary corporation ("SolutionHealth"). SolutionHealth shall participate exclusively through action by its board of trustees.

ARTICLE IV

Directors

Section 54.1. Powers. The Directors shall supervise and control the business, the property and affairs of the Corporation, except as otherwise provided by law, the Articles of Agreement of the Corporation, or these Bylaws.

Section 54.2. Number. There shall be a Board of Directors of the Corporation of not less than eight (8) persons and not more than twenty-five (25) persons, including two (2) ex officio Directors, which shall be the Corporation's Chief Executive Officer and the current President of the Good Cheer Society. The President of the Good Cheer Society will hold an ex officio Director position in perpetuity.

Section 54.3. Term. Directors shall be elected for a term of three (3) years, renewable at the end of each three (3) year term, in accordance with the voting procedures specified in Section 6.8(b)(i) below. ~~upon the vote of the Board of Directors at the Corporation's Annual Meeting.~~ Board terms are based on calendar years. If a new Director is elected to the Board other than at the Annual Meeting, then the first year of his/her/their term shall be a partial term. Terms of office shall begin immediately after election.

Section 54.4. Vacancies and Newly Created Directorships. Any newly created Directorships and any vacancies on the Board of Directors arising at any time and from any cause may be filled at any meeting of the Board of Directors in accordance with voting procedures specified in Section 6.8(b)(i) below. ~~by a majority of the Directors then in office.~~ A Director elected to fill a vacancy shall be elected for the unexpired term of the Director member's predecessor in office.

Section 54.5. Removal. Any Director may at any time be removed from office in accordance with the voting procedures specified in Section 6.8(b)(i) below. ~~for any cause deemed sufficient by the Board of Directors by the affirmative vote of two-thirds (2/3) of the full number of Directors then in office acting at a meeting of the Board, the notice of which has specified the proposed removal. In addition, three consecutive absences from regular meeting of the Board shall constitute an automatic resignation without any further action of the Board of Directors, unless the Chairperson of the Board has excused the absences.~~

Section 54.6. Compensation. Directors shall not receive salaries for their services.

Section 54.7. Director Emeritus. There shall be a special category of Directorship known as Director Emeritus, who is nominated by the Nominating Committee and elected by the Board of Directors. This distinctive category is awarded to a person whom the board feels has significantly furthered the mission of the organization. A Director Emeritus shall serve in perpetuity.

ARTICLE VI

Meetings of the Directors

Section 65.1. Annual Meeting. The annual meeting of the Board of Directors shall take place each year in December or at such other time and date and place as shall be designated by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and Officers of the Corporation and to transact such other business as may properly come before the meeting. The Board of Directors shall elect a Chairperson, Vice

Chairperson, Treasurer and Secretary at its annual meeting. Notice of the annual meeting shall be given to the Directors at least ten (10) days prior thereto and may be given by electronic mail, hand delivered or by first class mail with all fees prepaid.

Section 65.2. Regular Meetings. Regular meetings of the Board of Directors shall be held at least six (6) times per year upon the call of the Chairperson.

Section 65.3. Special Meetings. Special meetings of the Board of the Corporation may be called by the Chairperson of the Board or by written petition of one-third (1/3) of the members of the Board, and can be conducted in person, by electronic mail systems or by conference call. A quorum of not less than a majority of the Directors of the Corporation is required for a vote by any of the means stated above subject to the provisions of Sections 6.7 and 6.8 below. A special meeting notification shall be given in the same manner as notices for regular board meetings.

Section 65.4. Notice of Meeting. It shall be the responsibility of the Secretary to insure that each ~~Director member of the Board~~ is notified at least ten (10) business days before each regular meeting and at least five (5) days before any special meeting. Such notification shall be in writing or via electronic mail and shall be sent to the last known mailing or electronic mail address of each ~~Director Board member.~~

Section 65.5. Telephone Meetings. Any one or more Directors may participate in a meeting of the Board of Directors by conference telephone or other electronic means by which all persons participating in the meeting can communicate with each other. Participation by telephone or video conference shall be equivalent to presence in person at a meeting for purposes of determining if a quorum is present.

Section 65.6. Record of Meetings. The Secretary or, in the absence of the Secretary, one of the Directors designated by the Board of Directors and participating in the meeting, shall keep a record of the meeting.

Section 65.7. Quorum. A majority of the Directors then in office will constitute a quorum at any meeting of the Board. ~~Each member present shall have one vote. Except as otherwise provided in these Bylaws, a majority of those present and voting shall decide all questions.~~ If a quorum shall not be present at any meeting of the Directors, the Directors present at the meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6.8. Voting Required.

- (a) Each Director present shall have one vote. Except as otherwise provided in these Bylaws, a majority of those present and voting shall decide all questions unless otherwise expressly provided by law, by the Corporation's Articles of Agreement, or by these Bylaws.

(b) Major Matters. The following actions shall be authorized only if the matter is initiated and authorized in accordance with the following paragraphs. For purposes of these paragraphs, a particular required vote (e.g., "majority" or "two-thirds") refers to the fraction of the number of Directors present at any meeting at which a quorum is present.

Material Corporate Organizational Actions.

- i. *Election or Removal of HHC Director.* Any action to elect an HHC Director shall be initiated by the HHC Board through nominating a candidate to fill the vacancy and shall be authorized by a majority vote of each the HHC Board and the SolutionHealth Board. Any action to remove an HHC Director may be initiated by either the HHC Board or the SolutionHealth Board and shall be authorized by a majority vote of each of the HHC Board and the SolutionHealth Board. Notwithstanding the above, any action by SolutionHealth to remove an HHC Director must be for cause.
- ii. *Amendment of HHC Articles.* Any action to amend the HHC Articles of Agreement may be initiated by action of either the HHC Board or SolutionHealth Board and shall be authorized by a two-thirds (2/3) vote of each the HHC Board and the SolutionHealth Board.
- iii. *Amendment of HHC Bylaws.* Any action to amend the HHC Bylaws may be initiated by action of either the HHC Board or the SolutionHealth Board and shall be authorized by a two-thirds vote of each the HHC Board and the SolutionHealth Board.
- iv. *Dissolution of HHC.* Any action to effect a legal dissolution of HHC as a corporate entity shall be initiated by a proposal of either the HHC Board or the SolutionHealth Board, and shall be authorized by a two-thirds (2/3) vote of each of the HHC Board and the SolutionHealth Board.
- v. *Formation or Dissolution of HHC Affiliate.* Any action to form or to dissolve an affiliate of HHC shall be initiated by a proposal of either the HHC Board or the SolutionHealth Board, and shall be authorized by a two-thirds (2/3) vote of each of the HHC Board and the SolutionHealth Board.

Material Executive Operating Authority.

- i.vi. *Appointment of the HHC President/CEO.* SolutionHealth's Chief Executive Officer ("CEO") shall manage the process of recruiting and presenting candidates for President/CEO of HHC in consultation with the HHC Board. Any action to appoint the HHC President/CEO shall be authorized by a majority vote of each of the HHC Board and the SolutionHealth Board.

- vii. Removal of the HHC President/CEO. SolutionHealth's CEO shall consult with, and conduct a due diligence performance review with, the HHC Board to determine whether there is a basis to recommend removal of the HHC President/CEO. Any action to remove the HHC President/CEO must be initiated by a recommendation of the SolutionHealth CEO and shall be authorized by a majority vote of each of the HHC Board and the SolutionHealth Board.

Material Corporate Transaction Authority.

- viii. Merger, Consolidation, etc. The SolutionHealth Board shall have sole authority to propose that HHC merge, acquire, consolidate or affiliate with another hospital, health system, or other like professional entity. Any action to merge, acquire, consolidate or affiliate shall be authorized by a two-thirds (2/3) vote of each of the HHC Board and the Solution Health Board.
- ix. Material Indebtedness or Lien. Any action to create, incur or assume any indebtedness for money or any lien by HHC that exceeds \$100,000.00 in the aggregate per year shall be proposed only by the SolutionHealth Board, and such action shall be authorized by a majority vote of each of the HHC Board and the SolutionHealth Board.
- x. Actions Regarding HHC Corporate Assets. Any action to purchase, sell, lease or transfer assets of HHC in excess of \$100,000.00 in the aggregate in any year shall be proposed only by the SolutionHealth Board, and such action shall be authorized by a majority vote of each of the HHC Board and the SolutionHealth Board. Any action to purchase, sell, lease or transfer assets of HHC below \$100,000 in the aggregate in any year shall not require any proposal by, or approval from, the SolutionHealth Board.

Material Budget Authority.

- xi. HHC Operating and Capital Budgets. The SolutionHealth CEO shall, with the assistance of the HHC President/CEO, manage the development of HHC's annual operating and capital budgets in consultation with the HHC Board. Any action to approve HHC's annual operating or capital budgets must be initiated by a recommendation of the SolutionHealth CEO and shall be authorized solely by a majority vote of the SolutionHealth Board.
- xii. Deviation from Approved HHC Operating or Capital Budget. The SolutionHealth CEO shall, with the assistance of the HHC President/CEO and in consultation with the HHC Board, manage the development of any proposal to deviate from HHC's annual operating or capital budget whenever the proposed deviation is greater than five percent (5%) of the total expenditure amount of the approved annual operating or capital budget. Any action to approve such a deviation must be initiated by the SolutionHealth CEO.

recommended for approval to the SolutionHealth Board by the SolutionHealth CEO, and shall be authorized solely by a majority vote of the SolutionHealth Board.

Material Activity Authority.

- xiii. *Adoption of Compensation and Benefit Programs.* The SolutionHealth CEO shall manage the development of any proposal to adopt or modify the compensation or benefit programs of HHHC, with the assistance of the HHHC President/CEO and in consultation with the HHHC Executive Committee. Any action to approve such an adoption or modification of compensation or benefit plans must be initiated by a recommendation by the SolutionHealth CEO to the SolutionHealth Board and shall be authorized solely by a majority vote of the SolutionHealth Board.
- xiv. *Approval of Information Technology Systems.* The SolutionHealth CEO shall manage the development of any information technology programs or systems with the assistance of the HHHC President/CEO. Any action to approve such a program or system must be initiated by a recommendation of the SolutionHealth CEO to the SolutionHealth Board and shall be authorized solely by a majority vote of the SolutionHealth Board.
- xv. *Approval of Financial Accounting Systems & Auditors.* The SolutionHealth CEO shall manage the development of the financial accounting systems of HHHC, and the engagement of HHHC's independent financial auditors, with the assistance of the HHHC President/CEO. Any action to approve such financial accounting systems or auditors must be initiated by a recommendation of the SolutionHealth CEO to the SolutionHealth Finance/Audit Committee who then must recommend such action to the SolutionHealth Board. Such action shall be authorized solely by a majority vote of the SolutionHealth Board.
- xvi. *Addition, Elimination, or Material Modification of Clinical Service Programs.* The HHHC President/CEO shall manage clinical/health care service program development and delivery by HHHC. Any action to add, eliminate, or materially modify a HHHC clinical/health care service program shall be authorized by a majority vote of each of the HHHC Board and the SolutionHealth Board.
- xvii. *Development or Implementation of HHHC Community Relations Plan.* The HHHC President/CEO shall manage the development and implementation of the HHHC community relations plan with the assistance of the SolutionHealth CEO and the HHHC Board. Any action to make a material addition to the HHHC community relations plan shall be authorized by a majority vote of each of the HHHC Board and the SolutionHealth Board.

xviii. Adoption or Modification of HHC Financial and Investment Management Policies. The SolutionHealth CEO shall manage the development and implementation of the HHC financial and investment management policies with the assistance of the HHC President/CEO. Any action to adopt or modify HHC's financial or investment management policies must be recommended by the SolutionHealth CEO to the SolutionHealth Board, and such action shall be authorized solely by a majority vote of the SolutionHealth Board. For the avoidance of doubt, this Section shall not apply to the adoption or modification of financial or investment management policies relating to the HHC Community Hospice House Endowment, or HHC's Board-Restricted Funds, over which HHC shall retain sole and exclusive control.

Retained Authority by HHC.

xix. Material Modification of HHC Volunteer Program. The HHC President/CEO shall manage the development and implementation of the HHC volunteer program. Any proposed material modification to the HHC volunteer program shall be authorized solely by a majority vote of the HHC Board.

xx. Development and Implementation of HHC Community Benefits Plan. The HHC President/CEO shall manage the development and implementation of HHC's Community Benefits Plan. Any proposed material modification to the HHC Community Benefits Plan shall be authorized solely by a majority vote of the HHC Board.

xxi. Philanthropic Activities of HHC. The HHC President/CEO shall manage HHC's philanthropic activities with input and counsel from the HHC Board. Any material action related to HHC's philanthropic activities shall be authorized solely by a majority vote of the HHC Board.

xxii. HHC Community Hospice House. The HHC President/CEO shall manage the HHC Community Hospice House and its programs and services. The HHC President/CEO shall also manage the development and implementation of the financial and investment management policies relating to the Community Hospice House Endowment. Any material action related to the operations of the Community Hospice House, or adoption or modification of HHC Community Hospice Endowment financial or investment management policies, shall be authorized solely by a majority vote of the HHC Board.

xxiii. HHC Board-Restricted Funds. The HHC Board shall manage the investment and distribution of HHC board-restricted funds. Any action with respect to these funds shall be authorized solely by a majority vote of the HHC Board.

Section 65.98. Action by Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without meeting if:

- (a) Consents in writing, setting forth the action so taken, shall be signed by a majority of the Directors and filed by the Secretary with the minutes of the meetings of the Board of Directors. The consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.
- (b) Consents by electronic mail, setting forth the action so taken, are submitted by a majority of all the Directors, received by the Corporation and filed by the Secretary with the minutes of the meetings of the Board of Directors.

ARTICLE VII

Notice

Section 76.1. General. Whenever under the provisions of law or these bylaws, notice if required to be given to any person, such notice may be given via US mail or overnight delivery service with postage prepaid, or electronic mail, shall be deemed given when deposited in the mail or the delivery service addressed to such person at such person's address as it appears on the records of the Corporation. Notice may also be given by electronic mail, facsimile, or hand delivery, and such notice will be deemed given when received.

Section 76.2. Waiver of Notice. Whenever any notice is required to be given by law or by these Bylaws, a waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated in these Bylaws, shall be deemed equivalent to the giving of such notice. Attendance at a meeting either in person, or if applicable, by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he or she attends solely for the purposes of objection at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully call or convened.

ARTICLE VIII

Officers

Section 87.1. Officers. The Officers of the Corporation shall minimally consist of a Chairperson, Vice-Chairperson, a Secretary and a Treasurer. One person shall not hold two offices with the permissible exception of a Secretary-Treasurer.

Section 87.2. Other Officers and Agents. The Board of Directors:

- (a) Shall retain a Chief Executive Officer who shall serve as ex-officio on the Board of Directors subject to the Section 6.8(b)(vi) above.
- (b) May appoint such other officers and agents as it shall deem necessary, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 87.3. Election: Term of Officers: Resignation: Removal: Vacancies.

The Board of Directors shall elect the Officers of the Corporation, and Chairperson and Vice-Chairperson of the Board of Directors, at the annual meeting. The term of office of the Board Chairperson and Board Vice-Chairperson shall be one (1) two year term, which may be followed by one (1) additional one year term or until the successor shall be elected, whichever shall occur first. The term of Chief Executive Officer shall be concurrent with his or her employment as Chief Executive Officer of the Corporation by the Board of Directors. The immediate past chairperson will serve on the Executive Committee one (1) year. The term of office of all other Officers shall be two (2) years or until a successor shall have been elected. Officers are eligible for re-election but shall not serve continuously in the same office for more than two (2) consecutive terms. Officers shall be eligible for any number of non-consecutive terms. Any Officer may resign at any time by giving written notice to the Chairperson of the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately. Any Officer may be removed from office at any time, with or without cause, by the affirmative vote or two-thirds (2/3) of the Board of Directors at any regular or special meeting of the Board called expressly for that purpose. The Directors shall fill any vacancy occurring in any office of the Corporation for the unexpired term.

Section 87.4. Chairperson. The Chairperson of the Board (hereinafter the "Chair") shall preside at meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe, which duties shall include the following:

- (a) Preparing the agenda for the Board meetings in consultation with the Chief Executive Officer;
- (b) Presiding at all meetings of the Board;
- (c) Signing, with the Secretary or any Assistant Secretary, or the Treasurer or any Assistant Treasurer any deeds, mortgages, or bonds authorized by the Board;
- (d) Signing any contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed;

(e) Conducting annual evaluation of the Chief Executive Officer in consultation with the Executive Committee and setting and making adjustments to the salary of the Chief Executive Officer upon recommendation of the Executive Committee, all of which shall be presented to the Board for review and approval its next regularly scheduled meeting; and

(f) Appointing special committees of the Board whenever the need shall rise.

Section 87.5. Vice Chairperson. The Vice Chairperson (hereinafter "Vice Chair") shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair, and shall perform such other duties and have such powers as the Board of Directors may from time to time prescribe.

Section 87.6. Secretary. The Secretary shall be the Secretary of the Corporation and the Board. The Secretary shall perform such duties as are incident to the office and as prescribed by the Board including, but not limited to:

(a) Responsibility for maintaining a full and complete record of the meetings of the ~~Directors members~~ and of the Board, the original of all records to be kept on file at the principal office of the Corporation;

(b) Serving as custodian of the corporate records and of the seal of the Corporation and seeing that the seal of the Corporation is affixed to all documents, the execution under seal of which is duly authorized; ~~and~~

(c) Insuring that members of the Board are notified of all meetings in accordance with the provisions of these bylaws or as required by law; ~~and;~~

(d) The Secretary shall discharge such other duties as pertain to the office or as are prescribed by the Board.

Section 87.7. Treasurer. The Treasurer shall keep or cause to be kept correct and accurate accounts of the properties and financial transactions of the Corporation. The Treasurer shall perform such duties as are incident to the office and as prescribed by the Board including, but not limited to:

(a) Having charge and custody of the funds and securities of the Corporation, including assuring that they are safely kept and that all funds and credits are kept in the name of the Corporation; ~~and~~

(b) Submitting quarterly and annual itemized reports of the financial status of the organization to the Board; ~~;~~

Section 87.8 Immediate Past Chairperson. The Immediate Past Chairperson of the Board, if applicable, shall remain for one (1) year as a voting member of the Executive Committee and the Board of Directors.

Section 87.9. Chief Executive Officer. The Chief Executive Officer (hereinafter "CEO") of the Corporation shall be responsible to the Board for the overall business and affairs of the Corporation and shall perform all duties otherwise incident upon the office of CEO including the overall management of the Agency inclusive of the management of fiscal, operational, marketing, human resources, philanthropy, overall planning and direction, and long-range development activities. The CEO shall report to the Board of Directors.

Section 87.10. Bonding of Officers. The Board of Directors may require any officer, or other person entrusted with the handling of funds or valuable property of the Corporation to give bond to the Corporation, with sufficient surety or sureties, conditioned upon the faithful performance of such person's duties.

ARTICLE XIX

Committees

Section 98.1. Standing Committees. There shall be the standing Executive, Nominating, Finance, Investment, Fiduciary, ~~Strategic Planning~~, Risk Management and Development Committees. The Executive, Nominating, and Risk Management ~~and Strategic Planning~~ Committees shall be comprised of members of the Board. All other committees may include non-Board members serving in an advisory capacity. The CEO is an ex officio of all committees. Non-Board committee members shall have a vote at all committee meetings. The number of non-board committee members shall not exceed the number of Directors ~~Board members~~ on any committee. No motions may be passed by Committees unless Directors ~~Board members~~ are in the majority at time of vote. Agency staff may attend committee meetings as determined by the committee Chair; however, they will not have the ability to vote, ~~except on the Fiduciary Committee as determined in Section 8.7.~~ The Board may establish from time to time standing or ad-hoc committees and invest such committees with such power and authority, subject to such conditions as it deems fit. Any actions by any committee shall be subject to ratification or revocation by the Board of Directors; provided however that third parties shall not be prejudiced by such alteration or revocation.

Except as provided herein, the Chair of all Standing Committees shall be nominated by the Executive Committee and approved by the Board at the Annual meeting. Each Standing Committee shall not have less than three (3) members of the Board of Directors. Ad-hoc committees shall be appointed on such terms and for such purposes as the Board may from time to time determine. The Board may appoint one or more persons as alternate members of any Committee to serve on such terms as the Board may so direct.

Section 98.2. Meetings; Organizations. The Committees shall meet with such frequency as the members shall deem necessary to serve the purpose for which they were established. The Committees shall organize themselves and conduct their affairs as their members deem appropriate; provided however, that a majority of the members of a

Committee shall constitute a quorum at a meeting of the Committee and the affirmative vote of a majority of the members present at a duly convened meeting of a Committee shall be required to authorize any action the Committee proposes.

Section 98.3. Executive Committee. The Board of Directors shall establish an Executive Committee, consisting of at least five (5) ~~Directors~~ Board-members, the Chair, Vice Chair, Secretary, Treasurer, Immediate Past Chairperson of the Board and the CEO. The Executive Committee shall have the full power of the Board of Directors, subject to Section 6.8 above, to act between meetings of the Board upon matters which, in the judgment of the committee, are of such nature as to require action prior to the next regular meeting of the Board of Directors but does not require a calling of a special meeting of the Board of Directors. Any action taken by the Executive Committee involving the exercise of the powers of the Board of Directors shall be reported promptly to the Board, and ratified at the next meeting of the Board of Directors following such action subject to the above powers of SolutionHealth. The Executive Committee shall be subject to the authority of the Board of Directors in all matters.

The Executive Committee shall not have the power to:

- (a) Amend the Bylaws;
- (b) Appoint or remove the Directors or the CEO;
- (c) Approve a dissolution or merger or the sale of all the Corporation's assets;
- (d) Adopt a budget; or
- (e) Take any action that is contrary to, or a substantial departure from, the direction of the Board, or which represents major change in the affairs, business, or policy of the Corporation.

Section 98.4. Nominating Committee. The Nominating Committee shall consist of at least three (3) members of the Board of Directors and shall review the qualifications of potential candidates for positions to the Board of Directors and recommend nominees to the Board-. The Committee shall also be charged with:

- (a) Identification of the types of skills, experience, and individuals needed by the Board;
- (b) Researching and approaching candidates for the Board;
- (c) Maintaining records of the terms of office for the members of the Board;
- (d) Nominating potential officers at the annual meeting of the Board;
- (e) Nominating persons to fill any vacancies on the Board which occurred during the year;
- (f) Initiating the orientation process for new Board members, including the role of the Board in the Corporation and the expectations regarding Board participation;
- (g) For such other duties as the Board may from time to time determine.

Section 98.5. Finance Committee. The Finance Committee shall consist of at least three (3) members of the Board of Directors, including the CEO, and the Treasurer, who shall serve as its Chair, and such other members who in the opinion of the Chairperson would assist in the committee's mission, duties and responsibilities. The Treasurer shall be

Chairperson of the Finance Committee. The Finance Committee shall have general surveillance over the finances of the Corporation subject to the above powers of SolutionHealth. The Finance Committee shall review all financial policies annually and make recommendations for changes to these policies, as necessary, subject to the above powers of SolutionHealth. The Finance Committee shall recommend approval of financial policies to the full Board of Directors. The Finance Committee shall meet at least two (2) ~~eight (8)~~ times per year at times set by the Chair. On those months the committee does not meet, committee members will receive the monthly financials for review, and electronic approval. ~~Further, those electronically approved financials shall be presented to the full Board at the next scheduled monthly meeting.~~

Section 98.6. Investment Committee. The Investment Committee shall consist of at least three (3) members of the Board of Directors, including the CEO, and the Treasurer, who shall serve as its Chair, and such other members who in the opinion of the Chairperson would assist in the committee's mission, duties and responsibilities. The Treasurer shall be Chairperson of the Investment committee. The Investment Committee shall be responsible for the oversight of the Corporation's investments and assets and liability management practices as referred to in the investment policy. The Committee shall meet at least quarterly or more often as deemed necessary by the Chair or CEO.

~~**Section 98.7. Fiduciary Committee.** The Fiduciary Committee shall consist of at least three (3) members of the Board of Directors, including the CEO, and the Treasurer, who shall serve as its Chair, and such other members who in the opinion of the Chairperson would assist in the committee's mission, duties and responsibilities. The CFO and Director of Human Resources are appointed to this committee and shall also have voting rights. In the event either the CFO or Director of Human Resources are unable to attend then the CEO may appoint an alternate staff member in their place who shall also have voting rights. The Fiduciary Committee shall be responsible for the oversight of the Corporation's 403(b) Plan and have the responsibility for management of the Plan's investment as referred to in the 403(b) investment policy statement. The Committee shall meet at least quarterly or more often as deemed necessary by the Chair or CEO. The Treasurer shall be Chairperson of the Fiduciary committee.~~

~~**Section 98.8. Strategic Planning Committee.** Board of Directors shall establish a Strategic Planning Committee consisting of at least three (3) ~~Directors~~ Board members, including the CEO. The purpose of the Strategic Planning Committee is to set the strategic direction for the Corporation regarding both short and long term goals. The Committee shall meet as often as the Chair shall deem necessary but at least twice annually.~~

Section 98.79. Risk Management Committee.

- (a) Members. The Risk Management Committee consists of no less than three (3) members of the Board of Directors, one of which shall be the CEO and one of which is the Vice Chair who shall serve as the Chairperson of the Committee.

(b) Duties. The duties of the Risk Management Committee shall include:

- (i) The direction of the Compliance Officer on annual activities and updates of the compliance plan;
- (ii) Monitoring the professional advisory, joint loss, fiduciary and employer relations committees;
- (iii) Monitoring internal and external auditing and control;
- (iv) Sharing ongoing compliance of the State and Federal Rules of Regulation;
- (v) Support ethical behavior system wide, and ensure an open reporting system;
- (vi) Advising the Board of Directors in high risk areas and notify legal counsel as necessary;
- (vii) Annual review of all Administrative and Employment policies and recommendations for changes in these policies, as necessary;
- (viii) Recommending approval of all Administrative and Employment policies to the full Board of Directors; and
- (ix) Such other duties as the Board of Directors shall determine necessary from time to time.

Section 98.810. Development Committee

(a) Members: The Development Committee shall consists of at least (3) members of the Board, the Director of Development and such other members who in the opinion of the Committee would assist in the discharge of the Committee's mission, duties and responsibilities.

(b) Duties: The duties of the Development Committee shall include:

- i. Creating a Strategic Plan that will guide the organization in seeking and securing contributed income from various outside sources;-
- ii. Building a culture within the Board of Directors that promotes and embraces the importance of fundraising to the organizations' success;-
- iii. Collaborating with staff to develop strategies, materials and training to provide Directors ~~Board members~~ with resources and training they need to become effective fundraisers; and-
- iv. To perform any other functions the Committee deems necessary to fulfill its mission.

Section 98.911. Other Committees. The Board of Directors may also designate other committees as it deems necessary to officiate the conduct of the Corporation which Committees may consist of the members of the Board of Directors. Such committees may be discontinued when no longer necessary.

ARTICLE IX

Indemnification and Insurance

Section 109.1. Indemnification. The Corporation shall (a) indemnify, and (b) pay reasonable interim expenses (including attorneys' fees) incurred by, any person (including such person's heirs or estate) who is sued in a civil or criminal proceeding on account of actions taken or not taken by such person in his capacity as:

- (i) A Director, or Officer of the Corporation, or
- (ii) A Director, Officer, or Partner of another entity while serving in such capacity at the request of the Corporation, to the maximum extent permitted under applicable law, including NHRSA 293-A:8.50 -8.56 as amended and any future statute permitting indemnification by New Hampshire corporations. Under the same circumstances, the Corporation may, but shall not be required to, indemnify and/or pay reasonable interim expenses (including attorneys' fees) incurred by (i) an employee or agent of the Corporation or (ii) an employee or agent of another entity while serving in such capacity at the request of the Corporation, to the maximum extent permitted by applicable law. A determination as to whether the Corporation shall indemnify or pay interim expenses in any specific case shall be made by the Directors in accordance with NHRSA 293-A:8.55 (b) (1) or the comparable provision of any future statute permitting indemnification by New Hampshire corporations. No amendment or repeal of this section or of any relevant provision of applicable law shall in any way diminish the right to indemnification under this section with respect to any act or omission occurring prior to such amendment or repeal.

Section 109.2. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any Director (current or former), Officer, employee or agent against liability asserted against or incurred by him in such capacity, whether or not the Corporation would have the power to indemnify such person pursuant to the foregoing provision of this Article.

ARTICLE XI

Conflict of Interest & Pecuniary Benefit Transactions

Section 110.1. Policy Governing Conflict of Interest and Pecuniary Benefits

Transactions. The Corporation shall adopt, implement, enforce and regularly review Policies and Procedures governing conflicts of interest and pecuniary benefits transactions. The Policy and Procedures shall, at a minimum, meet the requirements of New Hampshire law as then in effect, and comply with Guidelines established by the Office of the NH Attorney General, Charitable Trust Unit. Each Director, Officer or Committee member shall have an affirmative duty to disclose to the Corporation each transaction with the Corporation that would be a Pecuniary Benefit Transaction (as defined by RSA 7:19-a) as to that Officer, Director or committee member, and shall be prohibited from participation in the discussion or voting on the transaction.

Section 110.2. Policy on Pecuniary Benefits Transactions. Transactions that provide a direct or indirect pecuniary benefit to any Officer, Director, and the Corporation or any member of his or her immediate family; his or her employer; or, any person or organization of which he or she is a Proprietor, Partner, Officer, Director, or Trustee, are prohibited unless they (1) satisfy RSA 7:19-a; (2) are in the Corporation's best interest; and (3) all of the following conditions are met:

- (a) The transaction is made in the ordinary course of the Corporation's business or operation and the transaction is fair to the Corporation. Any transaction with any one Officer or Director that exceeds \$500.00 must be approved by the greater of a quorum of the Board of Directors, or 2/3 of the members of the Board of Directors who have not had a pecuniary benefit transaction with the Corporation during the fiscal year;
- (b) The Corporation shall list in its records each transaction with any one Officer or Director which exceeds \$500.00 in any one fiscal year and report them to the NH Director of Charitable Trusts annually as part of its annual report required under RSA 7:28;
- (c) The Corporation shall publish a notice of any transactions with any one Director or Officer which alone or in the aggregate exceeds \$5,000.00 in any one fiscal year, in a newspaper or general circulation in Nashua, New Hampshire, and gives one copy to the New Hampshire Director of Charitable Trusts before the transaction takes place; and;
- (d) The transaction does not involve a loan of money or property to an Officer or Director.

ARTICLE XII

Contributions and Depositories

Section 124.1. Voluntary Contributions. The Corporation may accept gifts, grants, legacies and contributions from any source including persons, corporations, trusts,

charities and governments and governmental agencies.

Section 121.2. Depositories. The Board of Directors shall determine what depositories shall be used by the corporation as long as such depositories are locating within the State of New Hampshire and are authorized to transact business by the State of New Hampshire and are federally insured. All checks and orders of for the payment of money from said depository shall be signed by such signatories as have been authorized and required in advance by the Board of Directors.

ARTICLE XIII

Dissolution

Section 132.1. Dissolution. The Corporation may be dissolved in accordance with Section 6.8(b)(iv) above upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors of the corporation then in office taken at a meeting of the Board of Directors called for that purpose, or upon the written consent of all members of the Board of Directors entitled to vote thereon.

ARTICLE XIV

General

Section 143.1. Fiscal Year. The Corporation shall operate on a fiscal year ending June 30 of the fiscal year. Alteration of the fiscal year (by the Board of Directors) shall not require amendments of these By-Laws.

Section 143.2. Execution of Contracts and Documents. All contracts and evidence of debt may be executed only as directed by the Board of Directors.

ARTICLE XIV

Amendment to By-Laws

Section 15.1. These Bylaws may be altered, amended, or repealed in whole or in part in accordance with Section 6.8(b)(iii) above by the Board of Directors at any duly noticed meeting of the Directors. The text of any amendment to the bylaws shall be provided to members of the Board of Directors with the notice of the meeting at which a vote shall be taken on the proposed amendment.