

APPENDIX I

APPENDIX 1

PLAN OF MERGER

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Upper Connecticut Valley Hospital Association

And

Indian Stream Health Center, Inc.

THIS PLAN OF MERGER ("Plan") made this ____ day of _____, 2021, by and between **UPPER CONNECTICUT VALLEY HOSPITAL ASSOCIATION** ("UCVH"), a New Hampshire nonprofit corporation with a principal place of business at 181 Corliss Lane, Colebrook, NH 03576, and **INDIAN STREAM HEALTH CENTER, INC.** ("ISHC"), a New Hampshire nonprofit corporation with a principal place of business at 141 Corliss Lane, Colebrook, NH 03576, said corporations being sometimes hereinafter collectively referred to as the "Corporations" or the "Parties."

WHEREAS, UCVH and ISHC are each New Hampshire 501(c)(3) tax exempt nonprofit corporations engaged in the delivery of health care services in the Colebrook, New Hampshire community;

WHEREAS, UCVH is a critical access hospital engaged in the delivery of hospital and health care services in Colebrook, New Hampshire and the surrounding communities; and

WHEREAS, ISHC is a designated Federally Qualified Health Center ("FQHC") engaged in the delivery of health care services in Colebrook, New Hampshire and the surrounding communities; and

WHEREAS, the Parties recognize that the delivery of primary care services and other services provided by ISHC represents a crucial component of health care delivery in Colebrook, New Hampshire and that the Parties' charitable missions are aligned in supporting the efficient delivery of ISHC's health care services; and

WHEREAS, the Parties desire to support the continuing delivery of primary care and other services in Colebrook, New Hampshire and anticipate that a combination of their existing organizations will allow them to achieve economic efficiencies and enhance the sustainability of their charitable assets and missions; and

WHEREAS, representatives of the Parties have engaged in an analysis of the efficacy of a combination to support and sustain the delivery of primary health care services in their

communities, which has included the establishment of a number of sub-committees tasked with reviewing the benefits of such a combination; and

WHEREAS, as a result of their analysis, the respective Boards of Directors of the Corporations deem it advisable that ISHC be merged with and into UCVH under the laws of the State of New Hampshire in the manner provided therefor pursuant to NH RSA 292:7 (the "Merger"); and

WHEREAS, the terms of such Merger are set forth in a certain Agreement and Plan of Merger between the Parties dated as of _____, 2021 (the "Merger Agreement") and the Parties desire to set forth the plan for effecting the Merger in accordance with the Merger Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and the basis of converting the assets of ISHC into assets of UCVH, and such other details and provisions as are deemed necessary or desirable, the parties hereto do hereby agree to merge upon the terms and conditions below stated:

1. MERGER:

The Parties will be merged pursuant to New Hampshire RSA 292:7. The Surviving Corporation will survive the merger and will continue as a New Hampshire non-profit voluntary corporation under the laws of the State of New Hampshire.

2. MERGER EFFECTIVE DATE AND TIME:

The Merger will become effective at 12:01 a.m. on [_____, 2021] (the "Effective Date"). The Parties will make the filing required by New Hampshire RSA 292:7 with the New Hampshire Secretary of State and any other required filings prior to the Effective Date.

3. EFFECT OF THE MERGER:

On the Effective Date: (i) all the estate, assets, property, rights, privileges, immunities, powers and franchises of ISHC shall vest in the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of ISHC shall become the debts, liabilities, obligations and duties of the Surviving Corporation, without further act, instrument, or deed.

4. APPROVAL OF THE MERGER:

This Plan of Merger has been approved by the Boards of Directors of ISHC and the Surviving Corporation. A copy of the approval of the Board of Directors of ISHC is attached hereto as Exhibit A. A copy of the approval of the Board of Directors of the Surviving Corporation is attached hereto as Exhibit B.

5. NAME OF SURVIVING CORPORATION:

Upon the Effective Date, the name of the Surviving Corporation shall be "Upper Connecticut Valley Hospital Association."

6. ADDRESS OF THE SURVIVING CORPORATION:

Upon the Effective Date, the address of the Surviving Corporation shall be 181 Corliss Lane, Colebrook, NH 03576.

7. PURPOSE OF SURVIVING CORPORATION; AMENDMENT TO SURVIVING CORPORATION BYLAWS:

The purpose of the Surviving Corporation shall be as stated in its existing Articles of Agreement filed with the New Hampshire Secretary of State (the "Articles"), which Articles shall not be amended or revised in connection with the Merger. The Surviving Corporation's Bylaws shall be amended as reflected in the Merger Agreement.

8. FURTHER ASSURANCES:

From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there will be executed and delivered on behalf of the Parties such deeds and other instruments, and there will be taken or caused to be taken on behalf of each of them such further and other action, as will be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Parties, and otherwise to carry out the purposes of this Plan of Merger, and the officers and directors of the Parties are fully authorized in the name and on behalf of the Parties or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

9. AMENDMENT AND TERMINATION:

This Plan of Merger may be amended or terminated by mutual written agreement of the Parties at any time prior to the Effective Date.

10. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.