

**Appendix A-10**

CMC Healthcare System Articles of Agreement

## STATE OF NEW HAMPSHIRE

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

Form No. NP 1  
 RSA 292:2

ARTICLES OF AGREEMENT  
 OF  
 CMC HEALTHCARE SYSTEM  
 A NEW HAMPSHIRE NONPROFIT CORPORATION

**FILED**  
 DEC 28 2001  
 WILLIAM M. GARDNER  
 NEW HAMPSHIRE  
 SECRETARY OF STATE

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

ARTICLE I - NAME

The Name of the corporation shall be: CMC HEALTHCARE SYSTEM.

ARTICLE II - PURPOSE

The purpose for which this corporation is established is:

- (a) To benefit, serve as the sole member of, help carry out the purposes of, and uphold, promote and further the welfare, programs and activities of Catholic Medical Center, Hillcrest Terrace, Alliance Resources, Inc., Catholic Medical Center Physician Practice Associates, Alliance Ambulatory Services and any and all other for-profit and non-profit entities affiliated with Catholic Medical Center (collectively, the "Affiliated Entities"), by exercising the limited reserved powers set forth in Article VIII.
- (b) To help carry out the purposes of, uphold and promote the activities of the Affiliated Entities and other health care and community service facilities in the initiation, development and conduct of programs to further (i) the quality and accessibility of health care services, particularly in the Greater Manchester community, and throughout the State of New Hampshire; (ii) the efficiency of utilization of health care facilities and services, particularly in the Greater Manchester community and throughout the State of New Hampshire; and (iii) the reasonable containment of the cost of health care to the public.
- (c) To help carry out the purposes of, uphold and promote the activities of the Affiliated Entities and other health care and community service facilities in the conduct of educational programs for health professionals and for members of the public, including without limitation programs of continuing medical education, nursing education, residency, training, and community education regarding health, health services, preventive care and fitness.

ARTICLES OF AGREEMENT OF  
CMC HEALTHCARE SYSTEM  
A NEW HAMPSHIRE NONPROFIT CORPORATION

Form No. NP 1  
RSA 292:2

(d) To help carry out the purposes of, uphold and promote the activities of the Affiliated Entities and other health care and community service facilities with regard to programs of research to further (i) general health, particularly in the Greater Manchester community and throughout the State of New Hampshire; (ii) the effective delivery of health care services; and (iii) preventive health care and fitness.

(e) To help carry out the purposes of, uphold and promote the activities of the Affiliated Entities and other health care and community service facilities with regard to programs for the effective delivery of a continuum of health care services to persons other than hospital inpatients; and the operation, either directly or indirectly, of one or more health-related programs or facilities, including without limitation the Catholic Medical Center, and other hospitals, neighborhood health centers, retirement or nursing homes, rehabilitation centers, industrial health facilities, health maintenance organizations, ambulatory surgical facilities and emergency or urgent care facilities.

(f) The Corporation shall at all times be organized and operated exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) and Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or of any corresponding provision of subsequent Federal law.

ARTICLE III - MEMBERSHIP

The members of the Corporation shall be those persons serving on the board of governors of the Corporation from time to time in accordance with the Corporation's by-laws.

ARTICLE IV - DISPOSITION OF ASSETS

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

In the event of the complete termination or complete dissolution of this Corporation, in any manner or for any reason whatsoever, its remaining assets, if any, shall revert to the Roman Catholic Bishop of Manchester, a corporation sole.

ARTICLE V - ADDRESS

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

ARTICLES OF AGREEMENT OF  
CMC HEALTHCARE SYSTEM  
A NEW HAMPSHIRE NONPROFIT CORPORATION

ARTICLE VI - CAPITAL STOCK

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

ARTICLE VII - PROHIBITED ACTIVITIES

1. No part of the net earnings of the Corporation shall inure to or for the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

3. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible pursuant to Section 170(c)(2) of the Code.

ARTICLE VIII - RESERVED POWERS

The reserved powers of the Roman Catholic Bishop of Manchester shall be delegated to the Board of Governors. However, each of the following actions shall be expressly approved by the Roman Catholic Bishop of Manchester:

1. Any repeal, alteration or amendment of the Articles of Agreement or Bylaws of the Corporation;

2. Any change in the philosophy, objectives or purposes of the Corporation or its ethical religious standards;

3. Any conveyance, purchase, sale or lease of, or grant of mortgages, trust deeds or creation of other liens or encumbrances on, real property assets of the Corporation in excess of \$3 million or any conveyance of any assets of the Corporation (other than real property assets) or the incurring of any indebtedness (other than any such indebtedness secured by real property assets) which exceeds \$3 million;

ARTICLES OF AGREEMENT OF  
CMC HEALTHCARE SYSTEM  
A NEW HAMPSHIRE NONPROFIT CORPORATION

Form No. NP 1  
RSA 292:2

4. The appointment of each governor of the Corporation;
5. The removal of any governor of the Corporation;
6. Any merger with or consolidation of the Corporation into another entity, or the acquisition by the Corporation of substantially all of the assets of another entity or the sale or lease of substantially all of the assets of the Corporation to any person or entity;
7. Any creation of an affiliate or subsidiary organization, or any affiliation of the Corporation with any other entity for the purpose of the joint conduct of business or other programs, whether in the form or participation in a corporation (either through the holding of stock or membership), partnership, joint venture, co-tenancy or any other form of ownership or control; and
8. The dissolution or liquidation of the Corporation.

At all times this Corporation shall be operated in accordance with the canon law of the Roman Catholic Church promulgated by the Supreme Roman Pontiff and the teachings of the Roman Catholic Church enunciated by the Holy See as well as with the *Ethical and Religious Directives for Catholic Health Care Services* promulgated by the United States Conference of Catholic Bishops, as amended from time to time. In regard to the foregoing, the Corporation shall, in all such matters, rely upon and defer to the teaching, ruling and sanctifying authority of the Roman Catholic Bishop of Manchester who shall monitor the implementation of an compliance with the *Ethical and Religious Directives for Catholic Health Care Services*, whether directly or by delegation of authority, in such manner as he deems appropriate.

ARTICLE IX - LIMITATION OF LIABILITY

The provisions eliminating or limiting the personal liability of governors or officers are:

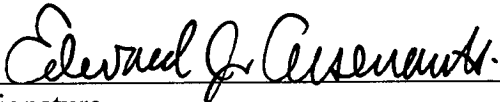
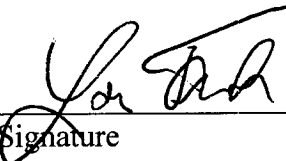
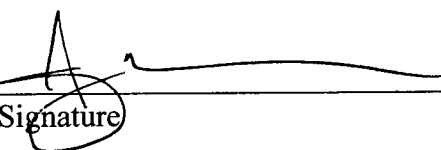
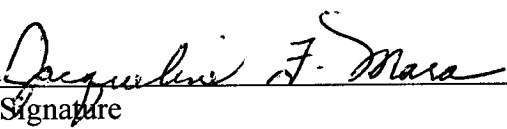
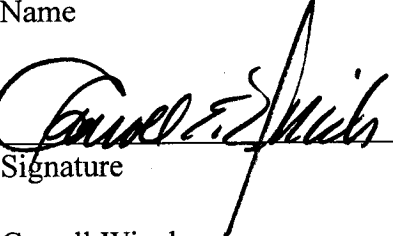
Each governor and officer shall be indemnified by the Corporation against personal liability to the Corporation for monetary damages for breach of fiduciary duty as a governor or officer, or both, except with respect to: (1) Any breach of the governor's or officer's duty of loyalty to the Corporation or the members; (2) acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; or (3) any transaction from which the governor or officer derived any improper personal benefit.

ARTICLES OF AGREEMENT OF  
CMC HEALTHCARE SYSTEM  
A NEW HAMPSHIRE NONPROFIT CORPORATION

76 201  
Form No. NP 1  
RSA 292:2

ARTICLE X - INCORPORATORS

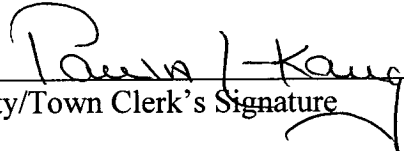
The signatures and post office addresses of each of the persons associating together to form the corporation are:

<u>Signatures and Name</u>	<u>Post Office Address</u>
1. <u></u> Signature	<u>c/o St. Pius X Rectory, 575 Candia Road</u> Street
<u>Reverend Edward J. Arsenault</u> Name	<u>Manchester, NH 03103</u> City/Town State Zip
2. <u></u> Signature	<u>176 Hitching Post Lane</u> Street
<u>Louis I. Fink</u> Name	<u>Bedford, NH 03110</u> City/Town State Zip
3. <u></u> Signature	<u>743 Hopkinton Road</u> Street
<u>Alyson Pitman Giles</u> Name	<u>Hopkinton, NH 03229</u> City/Town State Zip
4. <u></u> Signature	<u>475 Mammoth Road</u> Street
<u>Jacqueline F. Mara, Ed.D.</u> Name	<u>Manchester, NH 03104</u> City/Town State Zip
5. <u></u> Signature	<u>17 Sugarhouse Road</u> Street
<u>Carroll Winch</u> Name	<u>New London, NH 03257</u> City/Town State Zip

ARTICLES OF AGREEMENT OF  
CMC HEALTHCARE SYSTEM  
A NEW HAMPSHIRE NONPROFIT CORPORATION

Form No. NP 1  
RSA 292:2

City/Town Clerk's office, City/Town of Manchester  
Received and recorded this 27 day of DECEMBER, 2001.

  
\_\_\_\_\_  
City/Town Clerk's Signature

**PAULA L-KANG, DEPUTY CITY CLERK**  
\_\_\_\_\_  
City/Town Clerk's Name (Please Print)

- Notes:
1. Recording fee payable to: N.H. Secretary of State.
  2. If no provision eliminating or limiting personal liability, insert "NONE".
  3. At least five signatures are required.
  4. Must be recorded with the Clerk of the City/Town of the principal place of business prior to recording with the Secretary of State. (Fee payable to the clerk is \$5.00.)

Mail \$25.00 STATE FEE and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH) to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

::ODMA\WORLD\DOXJ:\WDOX\DOCS\CLIENTS\01147\50184\M0174401.WPD

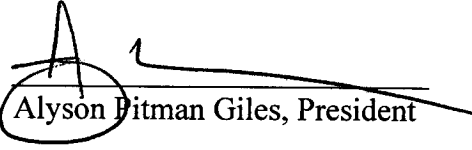
**CONSENT TO USE OF NAME**

The undersigned, in the name of and on behalf of Catholic Medical Center, a New Hampshire voluntary corporation, does hereby consent to the use of the corporate name "CMC Healthcare System" by a corporation to be formed pursuant to New Hampshire Revised Statutes Annotated Section 292.

Dated this 29 day of Dec 2001.

Catholic Medical Center

By:

  
Alyson Pitman Giles, President