

## APPENDIX O

### Certification of Mascoma Directors Regarding RSA 7:19-b(II) Standards

**MASCOMA COMMUNITY HEALTHCARE, INC.  
BOARD OF TRUSTEES**

***RSA 7:19-b (II) Standards Certification***

We, the members of the Board of Trustees of **Mascoma Community Healthcare, Inc. ("MCH")**, certify to the New Hampshire Director of Charitable Trusts that in approving the terms of the Lease Agreement, the Equipment Lease Agreement and the Operations Transfer Agreement (collectively the "**Transaction**") between **MCH** and **HealthFirst Family Care Center, Inc. ("HealthFirst")**, we have considered in good faith and complied with all of the requirements of New Hampshire RSA 7:19-b (II), which statutory requirements are itemized as follows:

1. We have determined, upon advice of our legal counsel and assuming that all conditions are satisfied, that the proposed Transaction is permitted by applicable law, including, but not limited to, RSA 7:19-32, RSA 292, and other applicable statutes and common law.

2. Due diligence has been exercised in selecting HealthFirst as the other party to the Transaction, structuring the Transaction, in engaging and considering the advice of expert assistance, in negotiating the terms and conditions of the proposed Transaction, and in determining that the Transaction is in the best interest of MCH and the communities which it serves, including the communities' need for access to quality and affordable physical and mental health care services.

3. No conflict of interest exists that would affect the decision to enter into the Transaction, and the Transaction does not constitute or establish any pecuniary benefit transaction as defined in RSA Chapter 7.

4. Based on market data, the circumstances faced by MCH, and the arms-length negotiations with HealthFirst, the rental payments by HealthFirst under the Lease Agreement and the Equipment Lease Agreement and its commitments under the Operations Transfer Agreement constitute fair market rent for HealthFirst's use and operation of MCH's charitable assets in connection with the Transaction.

5. The assets of MCH will continue to be devoted to charitable purposes consistent with the charitable objects and mission of MCH and the needs of the communities which it serves, including the communities' need for access to quality and affordable physical and mental health care services.

6. HealthFirst is a New Hampshire health care charitable trust.

7. Reasonable notice of the proposed Transaction and its terms has been provided to the communities served by MCH, including but not limited to transaction documents and an analysis of how the Transaction will meet the communities' need for access to quality and affordable physical and mental health care services, along with reasonable and timely opportunity for such communities to inform our deliberations regarding the proposed Transaction through well-noticed public meetings and other similar methods, and we have considered carefully all public testimony and input during our deliberations to approve the Lease Agreement, Equipment Lease Agreement, and Operations Transfer Agreement.

*[Signature Page to Follow]*

The following are the qualified and elected Trustees of Macoma Community Healthcare, Inc. who approved the Transaction, and have signed this Certification effective as of April \_\_, 2023. This Certification may be signed in counterparts.

Signed: Louis A. Shelzi Jr.

[Please print name]: Louis A. Shelzi Jr.

**MASCOMA COMMUNITY HEALTHCARE, INC.  
BOARD OF TRUSTEES**

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The following are the qualified and elected Trustees of Macoma Community Healthcare, Inc. who approved the Transaction, and have signed this Certification effective as of April 8, 2023. This Certification may be signed in counterparts.

Signed:



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[Please print name]:

Matthew Markwood

**MASCOMA COMMUNITY HEALTHCARE, INC.  
BOARD OF TRUSTEES**

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*[Signature Page to Follow]*

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Signed:  \_\_\_\_\_

[Please print name]: Katherine C. Silvius

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BOARD OF TRUSTEES**

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Signed: 

[Please print name]: PETER THURDER

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Signed: Denis Salvaif 4-8-2023

[Please print name]: Denis Salvaif



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Signed:  \_\_\_\_\_

[Please print name]: WILLIAM A. WARREN

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Signed: Charles L. Townsend

[Please print name]: Charles L. Townsend

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Signed: Karen P. Wolk

[Please print name]: Karen P. Wolk

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The following are the qualified and elected Trustees of Macoma Community Healthcare, Inc. who approved the Transaction, and have signed this Certification effective as of April 8, 2023. This Certification may be signed in counterparts.

Signed: Sandra Hayden

[Please print name]: Sandra Hayden