

Exhibit 31

Form of Catholic Identity Commitment Agreement

CATHOLIC IDENTITY COMMITMENT AGREEMENT

THIS CATHOLIC IDENTITY COMMITMENT AGREEMENT (this “Agreement”) is made and entered into effective as of the Effective Date (defined below) by and among Manchester Health Services, LLC, a Delaware limited liability company (“HCA”), CMC Healthcare System, a New Hampshire nonprofit corporation and public juridic person of Diocesan right (“CMCHS”), the Roman Catholic Diocese of Manchester (the “Bishop”) and [Catholic Health Care Foundation of Greater Manchester], a New Hampshire nonprofit corporation (the “Foundation”). For purposes of this Agreement, (i) HCA, CMCHS, the Bishop and the Foundation may be referred to individually as a “Party” and collectively as the “Parties” and (ii) capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, HCA is a party to that certain Asset Purchase Agreement dated June 21, 2024 (the “Asset Purchase Agreement”) with, among other organizations, CMCHS, Catholic Medical Center, a New Hampshire nonprofit corporation (“CMC”), pursuant to which CMC, on behalf of itself and its Affiliates, has agreed to sell and transfer to HCA (or its designated subsidiaries) substantially all of the assets that are associated with, or used in the operation of Catholic Medical Center, a 330-bed acute-care hospital located in Manchester, New Hampshire (the “Hospital”), and certain other health care facilities, operations, businesses, services and practices as such are more specifically described in the Asset Purchase Agreement (collectively with the Hospital, the “CMC Facilities”); and

WHEREAS, the CMC Facilities are currently operated as Catholic health care facilities inspired and guided by faith in Jesus Christ pursuant to the religious, moral, ethical and social teachings of the Roman Catholic Church as expressed in the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops and as amended from time to time (the “ERDs”); and

WHEREAS, the continued operation of the Hospital as an acute care hospital in compliance with the ERDs and the terms and conditions of this Agreement was a primary consideration in the decisions of the Bishop, the CMCHS Board of Governors’ and CMC Board of Trustees’ to transfer ownership of the assets and operations of the CMC Facilities to HCA; and

WHEREAS, the sale of substantially all of the assets of CMC and its Affiliates as contemplated by the Asset Purchase Agreement (the “Transaction”) is an alienation of ecclesiastic assets under the Code of Canon Law of the Latin Roman Catholic Church (“Canon Law”), which requires the approval of the Bishop and the Holy See; and

WHEREAS, HCA desires, and the Bishop has agreed, that upon completion of the Transaction, the CMC Facilities will continue to be a provider of Catholic health care and will continue to exercise the ministry of Catholic health care as set forth in, and in accordance with the terms and conditions of, this Agreement (“Catholic Identity”); and

WHEREAS, the Foundation was formed on [INSERT DATE] with the mission of [funding Catholic healthcare ministries, providing community programming, fundraising for Catholic healthcare, etc.] and;

WHEREAS, the Foundation will receive the proceeds from the Transaction and will be charged with the oversight of HCA's completion of the obligations and commitments made in the Asset Purchase Agreement; and

WHEREAS, the Parties wish to enter into this Agreement in order to memorialize all of their rights, duties and obligations with respect to HCA's operation of the CMC Facilities as providers of Catholic health care from and after the closing of the Transaction.

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereto agree as follows:

1. Specific Actions, Obligations and Expectations of Carrying Out CMC's Catholic Identity and Health Care Ministry. The Parties agree that pursuant to the terms and conditions of this Agreement, the Parties will do the following:

a. ERD Compliance and Interpretation. The Catholic Identity of the CMC Facilities will be maintained in compliance with the ERDs and, to facilitate the foregoing, the Parties will use reasonable efforts to engage in ongoing communication on ethical and pastoral matters. For purposes of this Agreement, the ERDs shall be subject to the interpretation of the Bishop.

b. Mission and Governance.

i. For so long as HCA or its Affiliates own, operate or manage the CMC Facilities, HCA shall cause the CMC Facilities to be operated in compliance with the ERDs and this Agreement and, in furtherance of the foregoing, HCA shall adopt a policy substantially in the form attached hereto as Exhibit A (the "ERD Operational Policy") which will establish procedures and other mechanisms to ensure that the CMC Facilities shall not violate the ERDs, including providing internal or external communications that would violate the ERDs. To the extent HCA makes any change to the ERD Operational Policy, HCA will provide the Bishop with notice and any amendment to the ERD Operational Policy will be subject to the Bishop's approval, the consent of which will not be unreasonably withheld. In addition, all existing or future programs, services, or operations that are directly owned, operated, or managed by HCA as (A) part of the operations of the CMC Facilities and (B) branded and marketed using trademarks that include CATHOLIC MEDICAL CENTER, CMC, or any derivatives or variations thereof that include the word "CATHOLIC" or any similar derivatives thereof (the "CMC Marks") shall be owned, operated or managed in compliance with the ERDs. HCA shall include, in any leases, management agreements and similar contractual arrangements governing the control, operation or occupancy of the CMC Facilities, covenants regarding operation in a manner consistent with the ERDs that are substantially equivalent to the typical provisions historically included in such

agreements by CMC; provided, however, that this obligation shall be satisfied so as long as HCA includes such covenants in any new contracts and renews existing contracts in accordance with their terms.

ii. The mission and core value statements of the CMC Facilities shall be substantially in the forms attached hereto as Exhibit B. To the extent HCA makes any change to the mission and core value statements of the CMC Facilities, HCA will provide the Bishop with notice and any amendment to the mission and core value statements of the CMC Facilities will be subject to the Bishop's approval, the consent of which will not be unreasonably withheld.

iii. The Bishop shall have the continuing right to directly designate a minimum of three (3) individuals of the Hospital's Board of Trustees (the "Board"). HCA shall request the names, backgrounds and qualifications of the Bishop's designees in writing at least thirty (30) days prior to the date when the designees are to commence service on the Board. The designees shall be subject to the approval by a majority of the members of the Board (the "Trustees"). The Bishop shall advise HCA of the names of each designee not later than ten (10) days prior to such designee's initial Board service date; provided however, that any failure to provide such a notice shall not impact such designee's qualification to serve on the Board or the Bishop's authority to name any designee or designees pursuant to this Agreement.

iv. HCA shall have the right to direct and appoint the remaining Trustees; however, HCA shall provide to the Bishop the names, backgrounds and qualifications of each HCA designee in writing at least thirty (30) days prior to the date when such designees are to commence service on the Board. The Bishop shall have an opportunity to advise HCA on the HCA Trustee designees and whether such appointment would be inconsistent with adherence to the ERDs by the CMC Facilities; provided, however, that the actual appointment of the remaining Trustees will be at the sole and absolute discretion of HCA.

v. HCA shall provide the Bishop with an opportunity to advise HCA regarding the appointment of the Chief Executive Officer of the Hospital (the "CEO") including providing insight as to whether the appointment will further the provision of Catholic health care at the Hospital in compliance with the ERDs, provided, however, that the decision to appoint the CEO will be at the sole and absolute discretion of HCA.

vi. HCA shall employ a Vice President of Mission Integration as a member of the Hospital senior management team with competitive salary and benefits and charged with the responsibility for mission integration at the CMC Facilities. The hiring of the Vice President of Mission Integration shall be subject to approval by the Bishop. HCA shall advise the Bishop of the name, background, and qualification of each Vice President of Mission Integration nominee and the Bishop shall confirm or reject such nominee not later than ten (10) days after receipt of HCA's notice. The duties of the Vice President of Mission Integration need not be limited to mission integration of Catholic Identity. HCA and the Bishop hereby agree that [INSERT NAME] is hereby approved to serve as the initial Vice President for Mission Integration.

vii. The Board will continue to maintain as a standing committee of the Board a Hospital ethics and mission committee (the "Ethics and Mission Committee"), which shall

meet regularly each calendar year. The Bishop shall have the continuing right to appoint at least one (1) designee to the Ethics and Mission Committee, said appointees to be selected from among the Bishop's designated individuals serving on the Board. Unless otherwise agreed to in writing by the Parties, the Vice President of Mission Integration shall serve as the chairperson of the Ethics and Mission Committee.

c. Mission Integration Structures and Processes

i. Supported by the Office of Catholic Identity and under the direction of the Vice President of Mission Integration, the Ethics and Mission Committee shall develop a committee charter that will provide guidance to the Board and the CEO regarding compliance with the ERDs by the CMC Facilities, including events arising out of:

1. the spiritual needs of patients;
2. bioethical questions;
3. the ethical implication of scientific advances;
4. ensuring that all decisions and policies of CMC are consistent with the ERDs;
5. awareness, sensitivity and information relative to the ethical dimension of health care delivery;
6. new technology, especially concerning birth and death;
7. policies relative to ethical and moral issues presented to the Hospital;
8. advances in technology, treatment and changes in legislation and their impact on bioethical issues; and
9. medical decisions having ethical implications in a nonbinding advisory capacity for patient care.

ii. HCA shall commit to real-time ERD compliance of all procedures performed at the CMC Facilities.

iii. HCA shall cause the Office of Catholic Identity to perform an annual review of the CMC Facilities' compliance with the ERDs and the terms of this Agreement. To the extent desired, in HCA's sole and absolute discretion, HCA may engage an independent Catholic bioethicist to perform an independent assessment of the CMC Facilities' compliance with the ERDs and the terms of this Agreement every three to five years. The Office of Catholic Identity's annual compliance review and related annual report (the "Annual Report") will be presented to the Ethics and Mission Committee and, following such review, to the Board and the Bishop for review.

HCA agrees to provide the members of the Ethics and Mission Committee reasonable access to information regarding operations of the CMC Facilities to enable the review of the Annual Report.

iv. The Vice President of Mission Integration and the CEO shall be the primary individuals responsible for communicating with the Bishop with respect to the CMC Facilities' compliance with this Agreement. The extent to which the CMC Facilities operate in compliance with this Agreement, as evidenced by the Annual Report, shall be considered as a part of the performance evaluations of the senior executives of the Hospital (i.e. CEO, Chief Financial Officer, Chief Operating Officer, Chief Medical Officer, Chief Nursing Officer and the Vice President of Mission Integration (or the functional equivalents of any of the foregoing)) (the "CMC Senior Executives").

v. A "hotline" to the Office of Catholic Identity shall be established, maintained and appropriately staffed for reporting of alleged violations of the ERDs and to enable the faithful Catholic community to express concerns, ask questions, make suggestions and alert the Hospital leadership of any matters that may need to be addressed.

vi. HCA will provide the Ethics and Mission Committee with reasonably necessary and sufficient resources to complete its work, including reasonable access to independent ethicists with expertise in Catholic health care issues. Reasonable out-of-pocket expenditures required for the Ethics and Mission Committee to perform their obligations shall be reimbursed by HCA upon approval by HCA's management and on a basis consistent with HCA's reimbursement of similar expenses of other Hospital committees of HCA.

d. Ministry Formation Structures and Processes

i. HCA shall maintain an Office of Catholic Identity at the CMC Facilities and will seek the continued services of the religious employees currently missioned at the Hospital that are identified on Exhibit C, subject to the usual and customary employment practices of HCA and its related policies and procedures. If positions in the Office of Catholic Identity become vacant, the Bishop shall be consulted on the replacements and HCA shall give strong preference to the Bishop's recommendations.

ii. Pastoral care services shall be available at the CMC Facilities in accordance with the ERDs and standards established by the National Association of Catholic Chaplains. These services shall include, but not be limited to, the following:

1. Daily Mass in the Hospital Chapel (the "Chapel") (Monday through Friday at or around 11 am; Saturday at or around 4 pm and Sunday at or around 11:15 am).
2. Televised Mass shall be available in all inpatient rooms.
3. EWTN or Catholic Network or equivalent Catholic programming shall be made available in all inpatient rooms.

4. Chaplains shall be available seven days a week to visit patients (both Catholic and Non-Catholic) on all patient units.
5. Sacrament of the Sick shall be available 24 hours a day for 7 days a week.
6. Communion shall be made available daily for Catholic patients.
7. Bibles, Korans or other holy books as reasonably requested as well as prayer shawls shall be available to all patients upon reasonable request.
8. Prayer services and masses will be held to commemorate events such as the Hospital's anniversary, National Doctor's Day, All Souls Mass for deceased patients and Nurses Week.
9. Continued blessing of hands for Nurses Week will be held.

iii. The Chapel shall continue to be maintained as a Catholic chapel open 24 hours a day/7 days a week with the Eucharist reserved. The Chapel shall be properly maintained (ordinary wear and tear excepted) and will operate with guidance from the Bishop and under the supervision and oversight of the Director of the Office of Catholic Identity.

iv. Appointments of chaplains at the CMC Facilities shall be made in accord with the ERDs. Appointments of priests and deacons at the CMC Facilities may be made only after the typical hiring process of HCA has been followed and appropriate authorities have been granted and conferred by the Bishop to the priest or deacon to minister at the CMC Facilities.

v. Directors of spiritual care and chaplains at the CMC Facilities who are not Catholic shall be approved by the Bishop, which approval shall not be unreasonably withheld.

vi. HCA shall maintain on an annual basis the Hospital's membership in the Catholic Health Association ("CHA") by paying all required dues and satisfying all other applicable member requirements.

vii. The CEO and Chief Financial Officer shall attend CHA's Live Foundations of Catholic Health Care Leadership (or equivalent CHA Formation Program, which is an interactive eight-week virtual program beginning in January of each year), or a program of formation agreed upon by the CEO, Vice President for Mission Integration, and the Bishop, some of which are described on Exhibit D. All other CMC Senior Executives shall have the opportunity to take part in CHA's On-demand Foundations of Catholic Health Care Leadership (or equivalent CHA Foundations program).

viii. In addition to the Live Foundations of Catholic Health Care Leadership program referenced above, CMC Senior Executives shall be offered the opportunity

and encouraged to attend an annual one-day additional training on health care ministry formation offered by the Director of the Office of Catholic Identity.

ix. In addition to the program for CMC's Senior Executives described above, all employees of the CMC Facilities at the level of Manager, Director, and Executive Director with operational responsibility for the CMC Facilities shall have the option to attend a one-day health care ministry formation training offered by the Director of the Office of Catholic Identity.

x. Each new member of the Board shall have the opportunity and be encouraged to attend the one-day health care ministry formation training session offered by the Director of the Office of Catholic Identity and shall thereafter be offered the opportunity to attend an annual one-day health care ministry formation training session offered by the Director of the Office of Catholic Identity.

xi. HCA will provide all new Trustees, employees and medical providers of the CMC Facilities with access to information regarding compliance with the ERDs, and the Hospital's history and Catholic mission and identity at orientation.

xii. HCA agrees to continue to include applicable disclosures in all primary care, family practice, OB/GYN and urgent care patient rooms and in waiting and exam rooms, as required by the ERDs.

e. Spirituality at Work Structure and Processes

i. HCA shall retain at the CMC Facilities a wide range of practices, celebrations, communications and visual signs that provide opportunity for employees and patients at the Hospital to experience the richness of the Catholic faith and reflect on Catholic Identity, including, but not limited to, the following:

1. Prayers and reflections shall be encouraged as a part of normal daily business in the forms of daily email prayers from the Office of Catholic Identity to all employees at the CMC Facilities and a daily prayer over the public announcement system at the Hospital. Prayers and reflections shall also be encouraged before meetings held at the CMC Facilities.

2. Religious days, seasons and related displays shall be honored and celebrated at the CMC Facilities consistent with past practice. Holy Days of Obligation Masses shall be celebrated at the Chapel. Ash Wednesday and Easter shall be celebrated at the CMC Facilities and a nativity scene will be displayed in the lobby during the seasons of Advent and Christmas.

3. Religious art, pictures (e.g., the Bishop and the Pope) and symbols, shall be visible at the CMC Facilities. Crucifixes shall be placed in each patient room as

well as all meeting and waiting rooms for all outpatient sites. The stained-glass windows currently displayed throughout the Hospital shall remain displayed in the Hospital.¹

ii. HCA shall maintain appropriate insurance for the religious articles, artifacts and items located at the CMC Facilities and such insurance shall protect against damage in such types and amounts as are generally consistent with the coverage acquired by HCA and other HCA Affiliates from time to time for similar hospital properties and facilities, and such coverages will remain in place for so long as the religious articles and artifacts are at the CMC Facilities. A true and correct listing of all religious items located at the CMC Facilities as of the Effective Date is attached to this Agreement as Schedule 1.

f. Ethics Consult Structure and Processes. The CMC Facilities shall have a functioning multi-disciplinary ethics consultation team to facilitate and support ethics consultations aimed to provide timely responses to issues of concern in the following four categories: (i) impromptu ethics advisories with the Director of the Office of Catholic Identity; (ii) care team meetings; (iii) family and care team meetings; and (iv) Ethics and Mission Committee consultations. These clinical ethics services shall be reported to the Ethics and Mission Committee during their regularly scheduled meeting.

g. Community Benefit Structures and Processes. The CMC Facilities shall report on community benefit consistent with the CHA's reporting standards.

h. Marketing and Communications. Internal and external communications with respect to the CMC Facilities will be consistent with the ERDs, including the need to avoid giving theological scandal.

2. CMC Marks.

a. HCA acknowledges and agrees that the CMC Marks have been for a long period of time integrally related to the identity and operations of the Hospital and its Catholic Identity and mission. Subject to the terms of this Agreement, so long as this Agreement remains in effect, HCA and its applicable Affiliates shall have the right to operate the CMC Facilities using the CMC Marks.

b. Notwithstanding anything to the contrary set forth in this Agreement, if HCA or its Affiliates (i) sell, assign, or transfer to any third party (other than the Bishop or Foundation) any rights, title, or interest in or to the CMC Marks, or (ii) license to any third party (other than the Bishop or Foundation) any right to use any CMC Marks, then HCA and its Affiliates shall cause such third party to either (A) assume this Agreement or (B) enter into a new agreement with the Bishop with substantially the same terms and conditions as set forth herein.

c. Upon termination of this Agreement, HCA and its applicable Affiliates shall immediately cease using the CMC Marks and shall thereafter not use the CMC Marks; provided, however, that HCA and its applicable Affiliates will be allowed a sixty (60) day wind-down period

¹ **NTD**: Parties to discuss process in the event the reinterment of Monsignor Hevey, his statute and his burial on site, is required.

to rebrand the CMC Facilities and remove any signage that includes the CMC Marks. The provisions of Section 2(b) and this Section 2(c) shall survive the termination or expiration of this Agreement.

3. Interpretation and Dispute Resolutions. Notwithstanding any other provision of this Agreement to the contrary, for purposes of this Agreement the ERDs shall, at all times, be subject to the reasonable interpretation and discretion of the Bishop; provided, however, that if a dispute arises with respect to a Party's compliance with this Agreement, including compliance with the ERDs by the CMC Facilities, then the Parties will undertake and abide by the dispute resolution procedures described below. It is the intention of the Parties to make a good faith effort to settle any dispute, controversy, claim, or other matters involving the obligations under this Agreement. In settling any such dispute, the Parties shall act in accordance with the following procedures:

a. Senior Leadership Meeting and Consultation. Representatives of HCA (including, but not limited to, the CEO and the Vice President of Mission Integration) and the Bishop or his designees shall meet within fifteen (15) days of the receipt by a Party of written notice from another Party identifying an issue of concern with regard to compliance with the terms and conditions of this Agreement. The Parties will make a good faith effort to reach agreement to resolve the issue.

b. Board Meeting and Medical Staff Meeting and Consultation. If the issue of concern remains unresolved in the opinion of any or all Parties following such a meeting, the Chairperson of the Board, the President of the Medical Staff of the Hospital or his or her designee, the CEO or his or her designee, the Vice President of Mission Integration and the Bishop or his designee, shall hold an additional meeting within ten (10) days of the first meeting in a further attempt to resolve the issue of concern.

c. Use of Independent Experts to Inform Parties. If the issue of concern remains unresolved after the meetings required above, any Party may request a consultation with a nationally recognized consultant in Catholic health care and/or Catholic ethics (the "Ethicist") which will be completed expeditiously and in any event within sixty (60) days after notice from the requesting Party, with the reasonable costs of the consultation being borne equally by all Parties. The Parties shall each consider the opinion of the Ethicist in good faith; provided, however, that the Bishop or his representatives may render a final interpretation and application of the ERDs regarding the issue of concern and may, if appropriate, recommend modifications to this Agreement to resolve the issue of concern within a reasonable time frame.

d. Bishop's Right to Terminate. In the event that the issue of concern remains unresolved following consultation with the Ethicist as required above, then the Bishop shall have the unilateral right to determine whether the issue amounts to a breach of this Agreement by HCA, and in the event the Bishop makes such determination, the remedies set forth in Section 4 shall apply.

4. Remedies. Notwithstanding anything in this Agreement to the contrary, the sole and exclusive remedy for a breach of this Agreement by HCA shall be to require HCA to (i) forfeit

the Catholic Identity of the CMC Facilities, (ii) discontinue the use of any names associated with the Catholic ministry at the CMC Facilities including, but not limited to, the CMC Marks, and (iii) return to the Bishop or CMC as reasonably directed by the Bishop, all religious articles and artifacts owned by the Bishop or CMC and located at the CMC Facilities, with 50% of such expenses being paid by HCA and the other 50% being paid by the Bishop or CMC depending upon which entity will receive such religious items. In no event will any Party be entitled to any monetary damages, including direct, consequential or punitive damages, or to any equitable relief, including specific performance, as a result of any claim arising under this Agreement or as a result of termination of this Agreement. In the event that any Party elects to pursue remedies hereunder, this Agreement and all obligations hereunder shall terminate upon completion of the exercise of such remedies.

5. Term and Termination. The term of this Agreement shall commence upon the completion of the Transaction (such date, the “Effective Date”) and will continue to full force and effect until terminated in accordance herewith.

6. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder must be in writing and shall be deemed effectively given when personally delivered, or when received by electronic means (including facsimile transmission or electronic mail), so long as electronic means is accompanied by prompt notice by United States mail or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

HCA: HCA Management Services, L.P.
One Park Plaza, Bldg. 1
Nashville, Tennessee 37203
Attention: HPG Enterprises, LLC, General Partner

With copies to: HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, Tennessee 37203
Attention: General Counsel

Sheehan Phinney
1000 Elm Street, 17th Floor
Manchester, NH 03101
Attention: Bradford E. Cook

CMCHS: CMC Healthcare System
100 McGregor Street
Manchester, New Hampshire 03102
Attention: President and CEO

With copies to: Catholic Medical Center
100 McGregor Street

Manchester, New Hampshire 03102
Attention: General Counsel

Ropes & Gray, LLP
Prudential Tower
800 Boylston Street
Boston, Massachusetts 02199-3600
Attention: Michael D. Beauvais, Esq.

The Bishop: Diocese of Manchester
153 Ash Street
Manchester, New Hampshire 03104
Attention: The Most Reverend Roman Catholic Bishop

With copies to: Diocese of Manchester
153 Ash Street
Manchester, New Hampshire 03104
Attention: Chancellor

The Foundation: Catholic Health Care Foundation of Greater Manchester, Inc.
153 Ash Street
Manchester, New Hampshire 03104
Attention: _____

With copies to: Devine, Millimet & Branch, Professional Association
111 Amherst Street
Manchester, New Hampshire 03101
Attention: Jon B. Sparkman, Esq.

or to such other address, and to the attention of such other person or officer as any Party may designate.

7. Benefit and No Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and permitted assigns and delegates, including, for the avoidance of doubt, in the event HCA no longer operates the CMC Facilities as a separate legal entity as a result of a corporate merger, corporate reorganization or other similar fundamental change transaction. No Party may assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the other Parties; provided, however, that HCA, without the prior consent of the other Parties, may assign any of its rights hereunder or delegate any of its duties hereunder pursuant to Section 2(b) or to HCA's Affiliates, but in such event, HCA shall be required to remain obligated hereunder in the same manner as if such assignment or delegation had not been effected.

8. No Third-party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective permitted successors, assigns and

delegates, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

9. Governing Law. This Agreement and the obligations of the Parties under it will be governed by and construed in accordance with the applicable Law of the State of New Hampshire without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable Law of any other jurisdiction other than the applicable Law of the United States of America, where applicable.

10. Entire Agreement; Amendment. This Agreement, together with the exhibits and schedules thereto, represent the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior or contemporaneous oral or written understandings, negotiations, letters of intent or agreements between the Parties. No modifications of, amendments to, or waivers of any rights or duties under this Agreement shall be valid or enforceable unless and until made in writing and signed by all Parties.

11. No Discrimination. Consistent with the ERDs and applicable Law, the Parties do not intend for the obligations and covenants under this Agreement to result in discrimination against any officer, director, employee, agent or consultant of HCA or the CMC Facilities. Accordingly, the Parties agree to apply the terms of this Agreement in a manner that does not discriminate against any Person for any reason.

12. Divisions and Headings of this Agreement. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

13. Execution, Delivery and Counterparts. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any Party or other Person to this Agreement or a PDF copy of the signature of any Party or other Person to this Agreement delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

(Remainder of page intentionally left blank; signature page to immediately follow)

The Parties hereto have caused this Agreement to be executed, effective as of the Effective Date.

Manchester Health Services, LLC

By: _____
Name:
Title:

CMC HEALTHCARE SYSTEM

By: _____
Alexander J. Walker
President and CEO

CATHOLIC HEALTH CARE FOUNDATION OF
GREATER MANCHESTER

By: _____
Name:
Title:

ROMAN CATHOLIC DIOCESE OF
MANCHESTER

By: _____
Most Reverend Peter A. Libasci, D.D.
Bishop of Manchester

Exhibit A

ERD Operational Policy

Exhibit B

Philosophy, Mission and Core Value Statements of the CMC Facilities

Exhibit C

Office of Catholic Identity Religious Employees

Exhibit D

Catholic Health Care Programs and Training

CHA's Live Foundations of Catholic Health Care Leadership is an interactive 8-week (virtual) session beginning in January of each year, which provides Catholic Health Care Leaders with a foundation in core theological and ethical principles that are at the heart of the Catholic health ministry. Considered an essential primer for new and current leaders in Catholic health care, the program deepens understanding of the pivotal role leaders' play in carrying out the healing mission of Catholic health care in serving the needs of patients, families, communities and the common good.

Each session features presentations from seasoned experts in key areas of Catholic health care in combination with valuable opportunities for dialogue and networking in breakout sessions and online discussions between each session.

The comprehensive curriculum encompasses leadership, formation, spirituality and whole person care, Catholic social tradition, theology, mission, ethics and the Ethical and Religious Directives for Catholic Health Care Services, sponsorship, community benefit, global health, advocacy, and discernment in decision-making.

Each session focuses on a key principle of Catholic health leadership to give participants an in-depth understanding of core principles of Catholic health care. Since each session builds on each other, registrants are expected to participate in all eight sessions to benefit fully from the program. Relevant reading materials and information for group discussions are provided prior to each session.

CHA's On-Demand Foundations of Catholic Health Care Leadership is always available for new and current leaders in Catholic health care. This program provides executives, board members, directors, managers, clinicians and other leaders in Catholic health care with a foundation in core theological and ethical principles that are at the heart of the Catholic health ministry.

Considered an essential primer for new and current leaders in Catholic health care, the program deepens understanding of the pivotal role leaders' play in carrying out the healing mission of Catholic health care in serving the needs of patients, families, communities and the common good.

Supported by a local dialogue partner, participants work the program at their own pace integrating new content, engaging reflective questions and building new leadership practices for their roles across the ministry. Each session focuses on a key principle of Catholic health care leadership to give participants an in-depth understanding of core principles of Catholic health care.

One Day Health Ministry Basics: Presented by the Director of Catholic Identity, this one-day introduction to Catholic health care offered to executive directors, managers and occasionally offered to all employees.

- Reviews CMC's Catholic History
- Reviews origins of Catholic Health Care
- Overview of what make Catholic Health Care "Catholic"
- Explores our role in this ministry.

Schedule 1

Religious Articles and Artifacts

[TBD]