

DISAFFILIATION AGREEMENT

THIS DISAFFILIATION AGREEMENT (“**Agreement**”), dated as of June __, 2025 (the “**Execution Date**”), is by and among **SolutionHealth**, a New Hampshire voluntary corporation located in Bedford, New Hampshire (“**SH**”), **Elliot Health System**, a New Hampshire voluntary corporation located in Manchester, New Hampshire (“**EHS**”), and **Southern New Hampshire Health System, Inc.**, a New Hampshire voluntary corporation located in Nashua, New Hampshire (“**SNHHS**”). EHS and SNHHS are sometimes referred to herein individually as a “**Hospital System**”, and together as the “**Hospital Systems**”, and EHS, SNHHS and SH are sometimes referred to hereinafter individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Hospital Systems entered into a Combination Agreement, dated as of October 30, 2017 (the “**Original Agreement**”), pursuant to which the Hospital Systems agreed to develop an integrated regional healthcare system and to that end formed SH to serve as the sole corporate member of each of EHS and SNHHS (the “**Combination**”);

WHEREAS, SH was formed in order to support and facilitate an integrated community-based, regional health care delivery system among the two hospital systems, to align the missions and economic interests of the two hospital systems to enhance care for the communities served, to create a high degree of interdependence and cooperation in a health care network so as to control costs, increase value, ensure quality and improve access in the communities served by the two hospital systems, and to strengthen the charitable missions of the Hospital Systems, embracing a commitment to southern New Hampshire as a region;

WHEREAS, as articulated in Sections 1.1 and 1.2 of the Original Agreement, the goal of the Combination was, *inter alia*, to create a truly regional health care system that would allow for greater coordination of care, implementation of best practices and collaborative regional planning, and elimination of inefficiencies, to enhance regional access and improve the quality and control the cost of care for southern New Hampshire (the “**Original Goal**”);

WHEREAS, beyond maintaining the established charitable missions and services of the Hospital Systems, in furtherance of the Original Goal, the Combination was intended to create enhancements to local services by developing a high degree of interdependence and cooperation between and among the Parties to control costs, ensure quality, and improve local access;

WHEREAS, following the formation of SH, the Parties worked to integrate the Hospital Systems with and through SH as originally envisioned;

WHEREAS, those efforts notwithstanding, the respective Boards of Trustees of the Hospital Systems have concluded that the Combination was failing to achieve important objectives tied to the Original Goal, and to integrate the Hospital Systems in any significant degree, such that the Original Goal was not and would not be fulfilled;

WHEREAS, SH engaged Huron Consulting Group Inc. to advise the Parties regarding a potential unwind of the Combination, and each of EHS and SNHHS also separately engaged, at their own cost and expense, independent consultants to advise on issues including the costs, impacts and implementation of a proposed unwind of the Combination;

WHEREAS, following such due diligence process, with consideration of input from the public and due care for employees, and with further input and guidance from legal and financial advisors, the Boards of Trustees of EHS and SNHHS determined that an unwind of the Combination would be in the best interest of the respective Hospital Systems and the communities which they serve, and allow them to fulfill their existing historic charitable missions without compromising community access to quality and affordable physician and mental health care services; and

WHEREAS, the Board of Trustees of SH duly reviewed and considered the Hospital System positions and the basis for those positions, including input and guidance from legal and financial advisors and the public, and considered the anticipated implications of an unwind of the Combination on the Parties, their respective Affiliates (defined herein), and the patients, employees, and the communities they individually and collectively serve, and, based on the purpose for which SH was created, has determined an amicable unwind of the Combination would be in the best interest of the Parties and the communities that they serve.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in order to effectuate the above-described unwind of the Combination in accordance with the terms set forth below (the “**Disaffiliation**”), the Parties agree as follows.

1. **EFFECTUATION OF DISAFFILIATION AND EFFECTIVE DATE.**

1.1 Statement of Purpose of the Disaffiliation. Each of the Hospital Systems and certain of their respective Affiliates is a New Hampshire health care charitable trust that has long served its own respective and distinct communities within the southern New Hampshire region. After using good faith efforts to collaborate through the Combination, the Hospital Systems have determined that they will be better positioned to continue to provide quality, efficient physician and mental health care services in southern New Hampshire by unwinding the Combination and operating separately and independently and/or with potential future third party affiliates.

1.2 Implementation.

1.2.1 The Disaffiliation shall be effected by: (i) SH adopting amended and restated articles of agreement and amended and restated bylaws in mutually agreeable form (collectively, the “**Amended SH Governance Documents**”); (ii) EH adopting amended and restated articles of agreement and amended and restated bylaws in substantially the form attached as Exhibit A-1 and A-2 hereto (collectively, the “**Amended EH Governance Documents**”); (iii) SNHHS adopting amended and restated articles of agreement and amended and restated bylaws in substantially the form attached as Exhibit B-1 and B-2 hereto (collectively, the “**Amended SNHHS Governance Documents**”); (iv) assumption by each Hospital System of service-level agreements applicable to such Hospital System and to which SH is a party, and/or entry by each Hospital System into service-level agreements on an interim basis for services that SH currently provides to the Hospital Systems, including, without limitation, information technology services and possibly revenue cycle services (the “**Shared Services Agreements**”) in form and substance to be mutually agreed by the

Parties; (v) the termination of the Management Services Agreement among the Parties (the “**Existing MSA**”), except as to obligations arising prior to the Effective Date, with the Management Services Agreement being replaced and superseded after the Effective Date by the Shared Services Agreements; and (vi) the satisfaction or waiver of the closing conditions described herein, including without limitation, the regulatory process described in Section 1.3.2 below.

- 1.2.2 In connection with the Disaffiliation, each Hospital System shall make such amendments to the governing documents for its current Affiliates as it deems necessary or appropriate, consistent with the objectives of the transactions contemplated by this Agreement. Nothing in this Agreement shall otherwise require the addition or elimination of any Affiliate.
- 1.2.3 Following the execution of this Agreement and prior to the conclusion of the review process to be conducted by the CTU (as defined below), the Parties will mutually agree on (a) a transition plan with respect to Home Health and Hospice Care (“**HHHC**”), a New Hampshire voluntary corporation that is a wholly-owned subsidiary of SH, that ensures HHHC has access to sufficient resources following the Closing consistent with the requirements of existing agreements between SH and HHHC (or as may otherwise be mutually agreed by the Parties and HHHC) and ensures maintenance of its ability to provide home care, advanced illness management, and hospice care for HHHC’s service area, (b) a plan with respect to behavioral health services that ensures maintenance of behavioral health coverage for each Hospital System’s service area and mutually satisfactory arrangements with respect to that certain behavioral health joint venture project between SH and Acadia Healthcare (the “**Behavioral Health Joint Venture**”), and (c) a transition plan for information technology services and infrastructure, including electronic health record and enterprise resource planning systems, which transition plan shall account for the intended migration of revenue cycle management functions back to the individual Hospital Systems.
- 1.2.4 As of the Effective Date (defined below), the amended and restated articles of agreement of each Party shall be filed with the Secretary of State of the State of New Hampshire; the Amended SH Governance Documents, Amended EH Governance Documents, Amended SNHHS Documents shall become effective and in full force and effect; and the Hospital Systems shall revert to operating independently, each, under its own name and brand and existing hospital license.

1.3 Interim Commitments; Regulatory Process.

- 1.3.1 The Parties reaffirm their commitments under that certain Agreement Regarding Combination Issues, dated January 10, 2025, by and among the Parties (the “**Preliminary Agreement**”), and agree that such commitments and obligations will continue to apply during the period of time from the Execution Date through the earlier to occur of the Effective Date or the termination of this Agreement.
- 1.3.2 The Parties shall use reasonable efforts and act in good faith to obtain all necessary regulatory, corporate and other approvals and to take all such other actions as may be necessary or appropriate to effectuate the Disaffiliation as

described in this Agreement, including such actions as may be reasonably necessary or appropriate to cause the conditions to the Closing in Section 2 to be satisfied. The Parties shall cause to be filed with the Director of Charitable Trusts of the New Hampshire Department of Justice (the “CTU”) a notice of the proposed transaction pursuant to RSA 7:19-b, III (the “**CTU Notice of Disaffiliation**”). The Parties agree to provide whatever information is requested by the CTU in order to enable the CTU to complete the review set forth in RSA 7:19-b, IV.

- 1.3.3 All legal, accounting and other expenses in connection with the Disaffiliation shall be the responsibility of the Party incurring such expense, except as otherwise set forth in Section 5.3 below. Without limitation, the filing fee and any expert consultant fees associated with the CTU Notice of Disaffiliation and the CTU’s review of the Disaffiliation, and any other filings required by federal or state agencies, will be allocated and shared by the Hospital Systems as set forth on Section 5.3.
- 1.3.4 During the period between the Execution Date and the Effective Date, if SH proposes to enter into any contract or agreement with an aggregate value in excess of \$25,000, whether on behalf of SH or for an SNHHS or EHS campus, that is not already included in the then-current approved expense budget, such expense shall require the prior approval of all Parties hereto, subject to the following: (i) nothing in this Section 1.3.4 shall affect the rights of any Party with respect to the capital budgets and expenditures as set forth in the Parties’ respective Bylaws, and (ii) nothing herein shall limit, and no approval shall be required, in connection with any Party independently engaging legal counsel.
- 1.4 Closing Memorandum. Upon satisfaction or waiver of all of the conditions precedent set forth in Section 2 below and unless this Agreement is earlier terminated pursuant to Section 3, the respective Presidents and Chief Executive Officers of each of the Parties shall execute a written memorandum (the “**Closing Memorandum**”) which confirms their agreement, on behalf of their respective institutions, that all of the conditions precedent to the effectiveness of the Disaffiliation (the “**Closing**”) have been satisfied or waived and specifies the date (the “**Effective Date**”) upon which the Disaffiliation will become effective. The Effective Date shall be no more than ten (10) business days after the date of the Closing Memorandum. The Disaffiliation will be deemed to become effective as of 12:00:01 AM Eastern Time on the Effective Date.
- 1.5 Joint Working Group. Pursuant to the Preliminary Agreement, the Parties formed a Joint Working Group consisting of their respective chief executive officers and such other personnel as they deem appropriate. The Joint Working Group shall be authorized, subject to applicable Law and the provisions of this Agreement, to evaluate and plan the administrative, operational and clinical aspects of the Disaffiliation, including, without limitation: (i) the allocation of assets and liabilities currently held by SH; (ii) financial matters, including segregation of contracting and revenue cycle functions; (iii) evaluation and allocation of shared services, including advising the Parties on the development of Shared Services Agreements; (iv) insurance matters; and (v) information technology infrastructure. The Joint Working Group is further authorized to designate such committees and/or retain such consultants and advisors as it deems necessary to facilitate

such activities in accordance with applicable law, the costs of which shall, except as otherwise may be agreed by the Parties, be borne by the Hospital Systems as set forth in Section 5.3. Each Hospital System will, as applicable, confer with the Joint Working Group with respect to the status of the operations and finances between the Execution Date and the Effective Date, including by providing notice of any matters that will or could reasonably be expected to cause a material breach of any representation or warranty or result in a Material Adverse Effect. Notwithstanding the establishment of the Joint Working Group pursuant to this Section 1.5, each Party shall continue to be governed by its Board of Trustees (subject to the bylaws of each Party as in effect on the Execution Date, including the Major Matter authority described therein), and its respective management, from the Execution Date until the Effective Date, but subject to all of the conditions of this Agreement.

- 1.6 After Closing, each of the Parties shall cause to be prepared and filed all required federal, state and local tax returns, reports and similar statements required to be prepared and filed by the applicable Party in connection with the Disaffiliation. Liabilities arising from or pertaining to the operations of either Hospital System whether prior to or following the Effective Date will continue to be handled consistent with past practice and in the ordinary course of business, in furtherance of the financial commitments described in Section 5 below.
2. **CONDITIONS PRECEDENT.** The Closing shall not occur until each of the following conditions in this Section 2 is satisfied or waived by the Party it is intended to benefit.
 - 2.1 Regulatory. The CTU shall have notified the Parties that it will take no further action with respect to the Disaffiliation; any conditions to the Disaffiliation imposed by the CTU shall be satisfactory to both Hospital Systems and, to the extent any such condition is imposed on SH, to SH (unless the conditions are purely financial in nature and EHS and SNHHS agree to bear the cost of such condition, in which case SH shall not have any approval right); and the New Hampshire Attorney General shall not have challenged the implementation of the Disaffiliation, or if the Attorney General initiates a challenge, the matter shall have been resolved to the reasonable satisfaction of the Hospital Systems and, to the extent that SH is named as a party in any such challenge, to SH.
 - 2.2 Other Approvals Required by Law. Each Party shall have made all material filings with governmental or regulatory authorities, and shall have received all governmental permits, licenses, and other approvals, necessary or appropriate in connection with the consummation of the Disaffiliation. Such filings and approvals shall not be subject to any conditions, limitations or other terms not reasonably acceptable to the Parties.
 - 2.3 Approvals under Existing Agreements. Each Party shall have obtained all approvals that may be required by its Board of Trustees or under material existing agreements to which it or its respective Affiliates may be a party.
 - 2.4 No Investigation or Enforcement Action. The Disaffiliation shall not be the subject of any litigation or regulatory investigation or enforcement action challenging the Disaffiliation. In the event that the implementation of the Disaffiliation is subject to any litigation or regulatory investigation or enforcement action, the Disaffiliation shall not be

implemented without the agreement of the Hospital Systems and, to the extent that SH is named in any such litigation or regulatory investigation or enforcement action, SH.

- 2.5 Compliance with Covenants. Each 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.
- 2.6 No Material Adverse Effect. No Material Adverse Effect shall have occurred that causes the Hospital Systems to agree that this Agreement should be terminated.
- 2.7 Closing Deliveries and Actions. The deliveries and actions described in Section 1 above shall have been made and performed by the each of the Parties substantially in the form attached as Exhibits or, if not so attached, in form and substance reasonably satisfactory to the Parties.

3. **TERMINATION OF AGREEMENT.**

- 3.1 Term. This Agreement shall become effective upon execution by the Parties, and may be terminated by either Hospital System by written notice to the other Parties if the Closing has not occurred by the first anniversary of the Execution Date or such other date as shall be agreed by the Parties.
 - 3.2 Termination by Mutual Agreement. This Agreement may be terminated prior to the Effective Date by the mutual written consent of the Parties.
 - 3.3 Termination for Material Adverse Effect. In the event of a Material Adverse Effect within the scope of Section 2.6 above, the Hospital Systems, by mutual agreement, may terminate this Agreement upon 10 days' written notice to SH.
 - 3.4 Effect of Termination. If this Agreement is terminated prior to Closing, this 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 the allocation of certain costs; provided, however, that no Party shall be relieved or released from any liabilities or damages arising out of its willful breach of any provision of the Agreement.
 - 3.5 Survival. In the event of termination of this Agreement, all rights and obligations under the Agreement shall cease and the terms and provisions of the Agreement will have no further effect.
- ### 4. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Parties that each statement contained in this Section 4 is true and correct with respect to such Party as of the date hereof and will be true and correct with respect to such Party as of the Effective Date, except as described in the applicable Disclosure Schedule for such Party.
- 4.1 Organization and Good Standing; Affiliates

- 4.1.1 The Party 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. The Organizational Documents of each Party as adopted in connection with the Combination have not been amended or replaced, and continue in effect as of the date hereof. The Party is not in breach or violation of or default under any provision of its Organizational Documents.
- 4.1.2 The Party 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.
- 4.1.3 Section 4.1.3 of the Party's Disclosure Schedule lists the Affiliates of such Party and describes the business or activities of such Affiliate and the basis for affiliation.
- 4.2 Authorization; Valid and Binding Agreement. The Party 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 the Party, and no other approval on the part of the Party 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 the Party, 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 No Conflicts; Consents.
 - 4.3.1 Except for the consents, approvals or notices listed on Section 4.3 of the Party's Disclosure Schedule, the execution and delivery of this Agreement and the Ancillary Agreements do not, and the performance by the Party 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 the Party 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 Contract, Law or Permit applicable to the Party or an Affiliate or to which the Party or an Affiliate 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 the Party or any Affiliate.

4.3.2 Except for the consents, approvals or notices listed on Section 4.3.2 of the Party'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 the Party from, any Governmental Authority or any other Person, in connection with the execution, delivery or performance by the Party of this Agreement or any Ancillary Agreement.

4.4 Compliance with Laws; Litigation. Each Party and its Affiliates 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. Neither the Party nor any Affiliate 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. There is no action, suit or proceeding, claim, arbitration, litigation or investigation (each, an “**Action**”) (i) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or the Ancillary Agreements; or (ii) that is reasonably expected to result in a Material Adverse Effect.

5. **AGREEMENT REGARDING FINANCIAL MATTERS; INDEMNIFICATION; RELEASE.**

5.1 Survival. The representations and warranties of the Parties contained in this Agreement shall survive for a period of three (3) years following the Closing.

5.2 Pre- and Post-Closing Liabilities.

5.2.1 It is the intent of the Parties that each Hospital System will retain responsibility, through indemnification or otherwise, for the Pre- and Post-Closing Liabilities (as defined below) of the respective Hospital System, together with its Affiliates, successors and assigns. Accordingly, (i) EH hereby agrees to pay, perform and discharge when and as due, all of the respective Liabilities (defined below), whether arising from or relating to the period on and prior to or following the Effective Date (“**Pre- and Post-Closing Liabilities**”), of EH, its Affiliates, successors and assigns, and (ii) SNHHS hereby agrees to pay, perform and discharge when and as due, all of the respective Pre- and Post-Closing Liabilities of SNHHS, its Affiliates, successors and assigns.

5.2.2 Each Hospital System further acknowledges its financial responsibility with respect to supporting the operations of SH prior to the Disaffiliation, and agrees to indemnify SH from and against, and hold it harmless from, any Liabilities based upon, arising from or relating to the business, operations, properties, assets or obligations of SH prior to the Effective Date (including in connection with the Disaffiliation) and within the scope of SH authority as established through the

bylaws and articles of agreement of SH, the Original Agreement, the Existing MSA, and applicable law, and, to the extent applicable, the Preliminary Agreement and this Agreement. The Parties agree and acknowledge that any obligations with respect to Liabilities of SH arising from and after the Effective Date shall be handled in accordance with Section 5.3 below. Nothing herein shall amend, supersede or replace SH's obligation to indemnify each trustee and/or officer of SH to the extent authorized by New Hampshire law, in accordance with SH's bylaws. Notwithstanding any other provision of this Agreement, any Ancillary Agreements or any other document, the Parties agree that in no case shall the current rights in the SH bylaws regarding the exculpation or indemnification of officers, directors or other persons be amended or modified following the Effective Date (it being acknowledged by the Parties that this provision shall not preclude dissolution of SH), and the Parties shall cause SH to maintain continuous commercially reasonable directors and officers insurance coverage at all times until the date of dissolution of SH, and secure "tail" coverage for such policies from and after such date.

5.3 Financial Matters Relative to SH.

- 5.3.1 Prior to the Effective Date, responsibility for shared services generally and SH home office expenses shall be handled in accordance with the Preliminary Agreement, except as modified by the terms of this Agreement.
- 5.3.2 The Parties agree and acknowledge that SH may continue in existence for some period following the Effective Date, in order to, without limitation, (i) provide services for the Hospital Systems under Shared Services Agreements, (ii) support the transition of operation and maintenance of HHHC and the Behavioral Health Joint Venture project with Acadia Healthcare, and/or (iii) implement the Disaffiliation (e.g., legal and consultant fees), and wind-down and dissolve SH in an orderly manner and consistent with all applicable laws. The Parties will cooperate in good faith with respect to supporting all such SH home office expense and overhead through the Shared Services Agreements; provided, that the Hospital Systems further agree as follows:
 - 5.3.2.1 Expenses for shared services generally shall be included in a Shared Services Agreement and paid for or reimbursed by the Hospital Systems through direct expense allocation as and when possible.
 - 5.3.2.2 Any expenses of SH incurred following the Effective Date and not covered by a Shared Services Agreement or a budgetary line item previously approved by EHS and SNHHS shall require the written approval of EHS and SNHHS.
 - 5.3.2.3 In the event the expense is not directly allocable to a Hospital System, unless otherwise specified in a Shared Services Agreement, the methodology specified in the Expense Allocation Schedule set forth as Exhibit C hereto shall be utilized, unless and until the Parties agree on a more appropriate alternative suggestion for a particular service and/or situation; provided, that, notwithstanding anything in this Agreement,

the Preliminary Agreement, or any Ancillary Agreements to the contrary, the Hospital Systems shall at all times remain collectively responsible for 100% of the expenses of SH so long as such expenses have been approved by EHS and SNHHS as set forth above.

- 5.3.2.4 Expenses attributable to the transition of HHHC or the Behavioral Health Joint Venture project with Acadia Healthcare, implementation of the Disaffiliation with respect to SH, and the winding-down and dissolution of SH shall be allocated to the Hospital Systems by similarly utilizing the NPSR methodology, unless and until the Parties agree on a more appropriate alternative suggestion for a particular service and/or situation.
- 5.3.2.5 To the extent a shared service expense (other than those described in Section 5.3.2.4 above) is not otherwise included in a Shared Services Agreement, it shall be subject to the objection process set forth in Section 5.3.4 below.
- 5.3.3 On or before the fifteenth (15th) day of each month, SH shall provide to each Hospital System a detailed itemized report setting forth all SH home office expenses for the preceding month applicable to (i) that Hospital System, (ii) shared services covering both Hospital Systems, and (iii) matters described in Section 5.3.2.4 above (each, a “**Monthly Report**”). Each Monthly Report shall identify and provide an explanation for any changes to monthly allocations of SH home office expenses.
- 5.3.4 Each Hospital System may review and object to any unbudgeted SH home office expense or expense allocation made pursuant to Section 5.3.2 (but not including Section 5.3.2.4) that is not covered by a direct Support Service Agreement with a Hospital System. Any such objection (a “**Statement of Objection**”) shall be made in writing and delivered to the other Parties within thirty (30) days following such Hospital System’s receipt of the Monthly Report in question. Within seven (7) days of receipt a Statement of Objection, the appropriate personnel from each Party shall meet and use best efforts to resolve the dispute. If the Parties are unable to agree to a mutually acceptable resolution within twenty-one (21) days following the delivery of the Statement of Objection, then the dispute (in the form of the Statement of Objection) will be submitted for resolution by binding arbitration to an arbitrator jointly selected by the Parties or, if the Parties cannot agree, an arbitrator appointed through the American Health Law Association Dispute Resolution Service (in each case, the “**Arbitrator**”). Once the Statement of Objection is submitted to the Arbitrator, any other Party may submit a response within fourteen (14) days of such submission. The Arbitrator will determine whether any hearing or further submission is required and will otherwise make a determination as soon as practicable, and in any event within thirty (30) days after the submission to the Arbitrator of any opposition to the Statement of Objection. The Arbitrator’s resolution of the Statement of Objection will be conclusive and binding upon the Parties. The fees and expenses of the Arbitrator will be paid by the Parties based on the extent to which the Accounting Firm approves or disapproves of the calculations set forth in the Statement of Objection.

- 5.4 Enforcement and Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of or related to this Agreement or the Disaffiliation may only be brought by, a Party, and not any other third party (including any Affiliate, successor, or assign of such Party). With respect to each Party, no past, present or future Affiliate, member, manager, trustee, director, officer, employee (present or former), advisor or agent, or any representative of such Party or their respective Affiliates shall have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of such Party set forth in this Agreement.

6. **DEFINED TERMS.**

For purposes of this Agreement:

(a) **“Affiliates”** means another Person that directly or indirectly, through one or more intermediaries 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. For purposes of this Agreement, the Hospital Systems shall not be deemed Affiliates of each other or SH.

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

(c) **“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 the Party or any Affiliate.

(d) **“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.

(e) **“Liabilities”** means any debt, guaranty of debt, demand, loss, liability, assessment, tax, fine, penalty, claim, damage, settlement, judgement, liability, loss, expense or cost (including, without limitation, reasonable attorneys’ and consultancy fees and court costs), whether matured or unmatured, fixed or contingent, discovered or undiscovered, accrued or otherwise, and whether or not due and payable.

(f) **“Liens”** 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.

(g) **“Major Matters”** shall have the definition attributed to such term in the bylaws of each Party, as in effect as of the Execution Date.

(h) **“Material Adverse Effect”** means: (i) any adverse circumstance or change in or effect on the business, operations, assets, liabilities or condition, financial or otherwise of a Party (including any of its respective Affiliates), including suspension, surrender, revocation or restriction in any manner of such Party’s (a) participation in any government health care reimbursement program, including Medicare and Medicaid, or (b) license, registration, or certificate necessary to provide health care services; (ii) any adverse circumstance or change in or effect on a Party’s business, operations, assets or condition, financial or otherwise, which, when considered together with all other adverse changes and effects with respect to which such phrase is used in this Agreement, is material to the Parties considered as a single enterprise; or (iii) any change which would impair the ability of any Party to perform its obligations hereunder; provided, that any adverse change, effect, event, occurrence, state of facts or development attributable to conditions affecting national, regional, local, international or global economies or the health care industry in general shall not be deemed, either alone or in combination, to constitute, and shall not be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Material Adverse Effect.

(i) **“Material Contract”** means any agreement to which one or more of the Parties, or their Affiliates, is a party or by which such Party, Affiliate, or its or their respective assets are subject and that (i) provides for monetary obligations in excess of \$100,000 per year or \$250,000 over the term of the contract; or (ii) includes restrictions on practice, non-competition, non-solicitation or other restrictive covenants binding on a Party or Affiliate; or (iii) is identified in writing as a Material Contract by a Party.

(j) **“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.

(k) **“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.

(l) **“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).

(m) **“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.

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

7. **GENERAL.**

- 7.1 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 Disaffiliation.
- 7.2 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, and except as otherwise expressly provided in this Agreement, the Hospital Systems 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.
- 7.3 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, and except as otherwise expressly referenced in this Agreement, supersede all prior negotiations between or among the Parties, including but not limited to the Combination Agreement, 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 Agreement and the Combination Agreement or Preliminary Agreement (or any Ancillary Agreement), the terms of this Agreement shall control.
- 7.4 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 any Party without the prior written consent of all of the others.
- 7.5 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 email (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 Route 101, Unit 8
Bedford, NH 03110

President & Chief Executive Officer

Elliot Health System
One Elliot Way
Manchester, NH 03103

President & Chief Executive Officer
Southern New Hampshire Health System
8 Prospect Street
Nashua, NH 03060

and/or to such other addresses and/or addressees as any Party shall have specified by notice in writing to the other Parties. Any notice provided in accordance with this Section 7.5 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.

- 7.6 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 7.5, including via facsimile, or via .PDF format, provided that such delivery is confirmed by the receiving Party.
- 7.7 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.
- 7.8 No Third-Party Beneficiary. Each Party intends 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.
- 7.9 Waiver. Except as otherwise provided in this Agreement, any failure of any 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.
- 7.10 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.

- 7.11 Governing Law. 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.

[Signature Page Follows]

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

ELLIOT HEALTH SYSTEM

By _____
Gregory Baxter, M.D.
President and Chief Executive Officer

SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC.

By _____
Colin McHugh
President and Chief Executive Officer

SOLUTIONHEALTH

By _____
John Friberg
Interim Chief Executive Officer