

Exhibit II

Second Amendment to Affiliation Agreement made effective May 13, 2022

**SECOND AMENDMENT TO AFFILIATION AGREEMENT
To Extend Time for Withdrawal without Cause**

THIS SECOND AMENDMENT (this "Amendment") to the Affiliation Agreement dated June 29, 2016 (the "Agreement") is made effective as of May 13, 2022 (the "Amendment Effective Date") by all the parties to the Agreement, which are CMC Healthcare System, a New Hampshire voluntary corporation with a principal place of business at 100 McGregor Street, Manchester, New Hampshire 03102 ("CMCHS"), Catholic Medical Center, a New Hampshire voluntary corporation with a principal place of business at 100 McGregor Street, Manchester, New Hampshire 03102 ("CMC"), Monadnock Community Hospital, a New Hampshire voluntary corporation with a principal place of business at 452 Old Street Road, Peterborough, New Hampshire 03458 ("MCH") and Huggins Hospital, a New Hampshire voluntary corporation with a principal place of business at 240 South Main Street, Wolfeboro, New Hampshire 03894 ("HH") (CMC, MCH and HH are also referred to herein individually as a "Hospital" and collectively referred to herein as the "Hospitals").

WHEREAS, the Hospitals and CMCHS entered into the Agreement to create a healthcare system under a new tax-exempt corporation known as GraniteOne Health ("GOH") which became the single member of MCH and HH and a co-member with CMCHS of CMC; and

WHEREAS, the Agreement at section 13.1 provides each Hospital the right to withdraw from GOH without cause for a period of six (6) months commencing with the completion of twenty-four consecutive months following the Affiliation Date; and

WHEREAS, the six-month period for a Hospital to withdraw from GOH without cause expired on the close of business on June 30, 2019; and

WHEREAS, as of January 23, 2019, GOH entered into a Letter of Intent (the "LOI") with Dartmouth-Hitchcock Health to create a new, larger system involving all of the Hospitals and all of the hospitals and other organizations affiliated with Dartmouth-Hitchcock Health (the "Combination"); and

WHEREAS, since the execution of the LOI the Hospitals' attention and efforts have been focused on the new larger system and its organizational structure; and

WHEREAS, on September 30, 2019, the Hospitals entered into a Combination Agreement (the "Combination Agreement") to establish a bi-regional, fully integrated health care delivery system; and

WHEREAS, the Hospitals began the state and federal regulatory process on December 30, 2019 and that process continued until May 13, 2022 lasting over two (2) years; and

WHEREAS, the state regulatory process ended on May 13, 2022 when the New Hampshire Department of Justice, Charitable Trusts Unit issued its report (the "CTU Report") objecting to the Combination as unlawful based on the analysis of the Consumer Protection and

Antitrust Bureau that the Combination would adversely affect competition, effectively ending any possibility of a closing of the Combination (the "Combination Termination"); and

WHEREAS, while the parties had provided for an "extension" of the withdrawal right pursuant to a certain Amendment to Affiliation Agreement dated June 29, 2016, the parties wish to further extend that period to allow for consideration of the options for the future available to each of them; and

WHEREAS, the parties have agreed to memorialize that extension with this Amendment; and

WHEREAS the Hospitals do not want to surrender their rights to withdraw from GOH without cause by the passage of the deadline to exercise the right without having a reasonable period of time to consider their options after the Combination Termination.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration received, the parties amend the Agreement by this Amendment as follows:

1. Section 13.1 of the Agreement is deleted in its entirety and replaced with the following:

Withdrawal without Cause. Each Hospital shall have the right to withdraw from the System without cause by sending written notice of withdrawal to the other Hospitals at any time during the period from the Amendment Effective Date until six (6) months after the Amendment Effective Date, which is November 13, 2022. This deadline also applies to Section 13.3.

2. Capitalized terms used, but not defined, in this Amendment will have the same meaning ascribed to them under the Agreement.

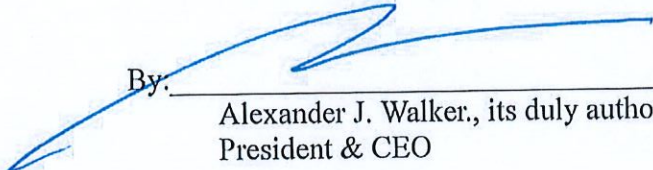
3. The parties agree that the Agreement, as amended by this Amendment, remains in full force and effect.

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The parties have caused this Amendment to be executed by their duly authorized representatives, intending it to take effect as of the Amendment Effective Date.

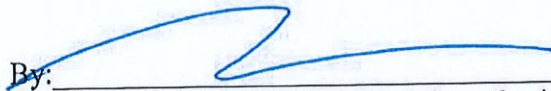
CMC HEALTHCARE SYSTEM ("CMHCS")

Date: 5/16, 2022

By: 
Alexander J. Walker, its duly authorized
President & CEO


CATHOLIC MEDICAL CENTER ("CMC")

Date: 5/16, 2022

By: 
Alexander J. Walker, its duly authorized
President & CEO

MONADNOCK COMMUNITY HOSPITAL ("MCH")

Date: 5/16, 2022

By: Cynthia K. McGuire, FACHE

Cynthia K. McGuire, its duly authorized
President & CEO

Digitally signed by Cynthia K. McGuire, FACHE
DN: cn=Cynthia K. McGuire, FACHE, o=Monadnock
Community Hospital, ou=President & CEO,
email=cynthia.mcguire@mchmail.org, c=US
Date: 2022.05.17 08:34:42 -0400

Date: _____, 2022

HUGGINS HOSPITAL ("HH")

By: _____
Jeremy S. Roberge, its duly authorized
President and CEO

The parties have caused this Amendment to be executed by their duly authorized representatives, intending it to take effect as of the Amendment Effective Date.

CMC HEALTHCARE SYSTEM ("CMHCS")

Date: 5/16, 2022

By: 

Alexander J. Walker, its duly authorized
President & CEO

CATHOLIC MEDICAL CENTER ("CMC")

Date: 5/16, 2022

By: 

Alexander J. Walker, its duly authorized
President & CEO

MONADNOCK COMMUNITY HOSPITAL ("MCH")

Date: _____, 2022

By: _____

Cynthia K. McGuire, its duly authorized
President & CEO

Date: 5/16, 2022

HUGGINS HOSPITAL ("HH")

By: 

Jeremy S. Roberge, its duly authorized
President and CEO