

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (this "Agreement") is entered into and executed by FMH Health Services, LLC ("FMH"), Greater Rochester Community Health Foundation ("GRCHF"), and the New Hampshire Attorney General ("Attorney General", and together with FMH and GRCHF, the "Parties").

WITNESSETH:

WHEREAS, on July 29, 2022, pursuant to Section 7.11(b) of the APA (defined below), FMH delivered a Contingency Notice to GRCHF and FMH notified the Attorney General and the Director of Charitable Trusts that it intended to discontinue labor and delivery services at the Hospital as a result of a Financial Loss (collectively, the "Notice");

WHEREAS, the Notice implicated provisions of the October 18, 2019, Asset Purchase Agreement (as amended, the "APA") among FMH, GRCHF, Frisbie Memorial Hospital, Granite State Lab, LLC, and Seacoast Business and Health Clinic, Inc. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the APA;

WHEREAS, the Notice also implicated conditions set forth in the February 3, 2020, Report of the Director of Charitable Trusts on the Proposed Acquisition Transaction of the Hospital (the "Report"), including condition 3, requiring that FMH abide by the terms of the APA;

WHEREAS, on August 8, 2022, the Attorney General, through the Director of Charitable Trusts, initiated a review as to whether the Notice and FMH's decision to discontinue labor and delivery services as a result of a Financial Loss violated conditions in the Report (the "Review");

WHEREAS, on August 26, 2022, GRCHF delivered a notice to FMH alleging that the Notice did not contain reasonable detail with respect to whether a Financial Loss occurred with labor and delivery services, which resulted in meetings with representatives of FMH and GRCHF and additional information provided by FMH to GRCHF;

WHEREAS, after such meetings between representatives of GRCHF and FMH and the provision of additional information to GRCHF, GRCHF delivered to FMH on October 6, 2022, a Dispute Notice, which resulted in FMH and GRCHF submitting to the Accounting Firm the issue of whether a Financial Loss occurred with respect to labor and delivery services;

WHEREAS, FMH maintains that its decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss is compliant in any and all respects with the APA and the Report; and

WHEREAS, the Parties wish to resolve any claims GRCHF and the Attorney General may have against FMH as a result of its Notice or decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss.

NOW THEREFORE, in consideration of these promises and of the release and covenants contained herein, the parties agree as follows:

1. On or before the date that is five (5) business days from the date of this Agreement, as partial consideration for the settlement and release of any and all claims that GRCHF and the Attorney General have or may have against FMH with respect to the Notice and decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss, FMH shall pay to GRCHF the sum of \$750,000.00 to be used by GRCHF, when and as determined by GRCHF in its discretion, to support its charitable purpose to improve the health and well-being and reduce the burden of illness of persons residing in Strafford County and immediately surrounding communities, including providing women and families in need with assistance in accessing labor and delivery services. This \$750,000 payment shall not be subject to any provisions of the APA nor shall it be characterized as Seller Net Sale Proceeds pursuant to the APA. This Agreement does not alter FMH's existing obligation under Section 7.10(c) of the APA to pay GRCHF up to an aggregate amount of \$15,000 for reimbursement of its costs associated with such consultants, attorneys, accountants, or such other professional advisors that GRCHF engaged to review the Notice on behalf of GRCHF.

2. FMH and GRCHF agree to amend the APA to, among other things, allow GRCHF to make Distributions up to \$2,000,000 without any restrictions set forth in Section 7.21(c) of the APA. Following the foregoing amendment of the APA, GRCHF will be permitted, in its discretion, to make Distributions up to \$2,000,000 in support of its charitable purpose. The \$2,000,000 to which this paragraph refers shall not be subject to any indemnification or other "claw back" provisions set forth in the APA, including, but not limited to, paragraphs 7.21, 10.1, and 10.5.

3. The Attorney General hereby concludes the Review and will take no further action with regard to the Notice and FMH's decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss.

4. GRCHF agrees to withdraw its Dispute Notice, and GRCHF and FMH agree to withdraw from the Accounting Firm their request for dispute resolution submitted under paragraph 7.11(b) of the APA. If any fees are charged by the Accounting Firm for reviewing the Dispute Notice and participating in an initial organizational phone call regarding the Dispute Notice, or if any other administrative charges are assessed by the Accounting Firm, FMH shall pay those fees.

5. The promises laid out in this Agreement shall be in full and final satisfaction of any and all claims that the Attorney General may have or may have had against FMH for violating the terms of the Report as a result of the Notice and FMH's decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss, and

the Attorney General releases FMH from all claims the Attorney General asserted or could have asserted against FMH for violating the terms of the Report as a result of the Notice and FMH's decision to discontinue labor and delivery services at the Hospital as a result of a Financial Loss.

6. The promises laid out in this Agreement shall be in full and final satisfaction of any and all claims that GRCHF has or had against FMH with respect to the matters set forth in the Notice and the termination of labor and delivery services at the Hospital as a result of a Financial Loss, and GRCHF releases FMH from all claims it asserted or could have asserted against FMH in response to, with respect to, arising out of, or related to the matters set forth in the Notice and the termination of labor and delivery services at the Hospital as a result of a Financial Loss.

7. The provisions of this Agreement constitute mutually dependent provisions such that no undertaking or obligation may be invalidated without invalidating the entire Agreement.

8. The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Any construction to be made of this Agreement shall not be construed against any Party.

9. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to every subject matter. The Parties represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement and no extrinsic evidence may be introduced in a judicial proceeding to interpret this Agreement. Except only as expressly modified by this Agreement, the APA remains in full force and effect according to its terms.

10. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind to this Agreement must be in writing, executed by all Parties with the same or similar formalities as this Agreement was executed originally.

11. Each Party acknowledges that the Party has had the benefit of or ample opportunity to obtain the advice of competent legal counsel regarding all aspects of the negotiation, execution, terms, and implications of this Agreement.

12. Each Party further acknowledges this Agreement as a compromise of settlement, beneficial to all Parties and nothing contained herein shall be construed as an admission by any Party of any breach or violation of the APA or the Report or of any liability of any kind to any Party. This Agreement shall inure to the benefit of the respective personal representatives, employees, insurers, heirs, successors, and assigns of the Parties,

and each and every one of the Parties shall be deemed to be intended third-party beneficiaries of this Agreement.

13. This Agreement may be signed, including by electronic signature, in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Release and Settlement Agreement to be executed and delivered as a sealed instrument on the dates set forth hereinafter.

GREATER ROCHESTER COMMUNITY
HEALTH FOUNDATION

Dated: 3/2/23


By: Betsey Andrews Parker
Its: Chair of the Board of Directors

FMH HEALTH SERVICES, LLC

Dated: _____

By:
Its:

NEW HAMPSHIRE ATTORNEY
GENERAL

Dated: _____

By: John M. Formella

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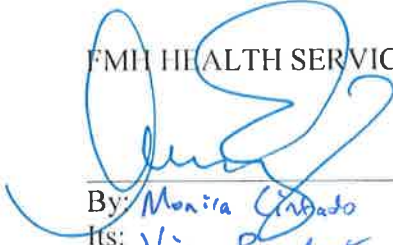
GREATER ROCHESTER COMMUNITY
HEALTH FOUNDATION

Dated: _____

By:
Its:

FMI HEALTH SERVICES, LLC

Dated: 2/28/23


By: *Monica Gabado*
Its: *Vice President*

NEW HAMPSHIRE ATTORNEY
GENERAL

Dated: _____

By: John M. Formella

IN WITNESS WHEREOF, the undersigned have caused this Release and Settlement Agreement to be executed and delivered as a sealed instrument on the dates set forth hereinafter.

GREATER ROCHESTER COMMUNITY
HEALTH FOUNDATION

Dated: _____

By:
Its:

FMH HEALTH SERVICES, LLC

Dated: _____

By:
Its:

NEW HAMPSHIRE ATTORNEY
GENERAL

Dated: 3/6/23



By: John M. Formella