

**DARTMOUTH-HITCHCOCK HEALTH -  
CMC HEALTHCARE SYSTEM**

***AFFILIATION AGREEMENT***

*Definitions:*

Capitalized terms used in this Agreement will have the meaning ascribed to them in the relevant provision described below. The following listing of definitions is intended for the convenience of the Parties:

“Agreement”	This Affiliation Agreement as defined in the Introductory Paragraph.
“AHS”	Alliance Health Services, a tax-exempt New Hampshire voluntary corporation of Manchester, New Hampshire.
“AHS CPE”	The Chief Physician Executive of AHS.
“Bishop”	The Roman Catholic Bishop of Manchester, New Hampshire.
“Chair”	The President and Chief Executive Officer of DHH serving as the Chair of the Leadership Council.
“CMC”	Catholic Medical Center, a tax-exempt New Hampshire voluntary corporation of Manchester, New Hampshire.
“CMC CEO”	The President and Chief Executive Officer of CMC.
“CMCHS”	CMC Healthcare System, a tax-exempt New Hampshire voluntary corporation of Manchester, New Hampshire.
“CMCHS Board”	The Board of Trustees of CMCHS.
“CMCHS CEO”	The President and Chief Executive Officer of CMCHS.
“Dartmouth-Hitchcock”	Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital acting jointly.
“D-H Board of Governors”	The Board of Governors described in the restated AHS Bylaws attached as Exhibit 4.1-2.

“D-H Members”	Those members of the AHS Board of Trustees designated as such in Section 3.1.1.
“DHC”	Dartmouth-Hitchcock Clinic, a tax-exempt New Hampshire voluntary corporation of Lebanon, New Hampshire.
“DHC-Manchester Services Agreement”	The professional services agreement between DHC and AHS described in Section 3.1.2 and attached as Exhibit 4.3-1.
“DHH”	Dartmouth-Hitchcock Health, a New Hampshire voluntary corporation of Lebanon, New Hampshire.
“DHH Board”	The Board of Trustees of DHH.
“Effective Date”	The effective date of the Parties’ affiliation described in Section 4.5.
“ERDs”	The Ethical and Religious Directives for Catholic Health Care Services.
“Governing Documents”	The Articles of Agreement or Charter and Bylaws of each of the Parties and their affiliates, as the case may be.
“Key Strategic Relationship”	Ownership of or contractual participation in an arrangement described in Section 3.9.2.7.
“Leadership Council”	The President and Chief Executive Officer of each of DHH, MHMH, DHC and CMCHS as described in Section 3.7.6.
“Leases”	The DHC-Manchester Services Agreement and the facilities lease amendment described in Section 4.3.
“Letter of Intent”	The non-binding letter of intent entered into by DHC and CMC dated February 18, 2009, as described in the Preamble.

“Manchester Provider Organizations”	The health care provider organizations which are participants in the Manchester System, initially CMCHS, AHS and CMC.
“Manchester System”	The integrated health care delivery system serving the Greater Manchester, New Hampshire area among the Manchester Provider Organizations of which CMCHS is the sole member.
“Manchester System Members”	CMC and AHS.
“Manchester System Service Area”	The primary and secondary service areas of the Manchester System described in Exhibit 3.9.7.
“Material Amount”	A dollar amount equal to or greater than the capital expenditure threshold for acute care facilities set forth in New Hampshire RSA 151-C:5(II)(a) as adjusted for inflation from time to time by the Health Services Planning and Review Board as set forth in Section 3.3.5.
“MHMH”	Mary Hitchcock Memorial Hospital, a tax-exempt New Hampshire voluntary corporation of Lebanon, New Hampshire.
“Parties”	DHH and CMCHS.
“Post-Affiliation Surplus”	The positive change in net asset value of CMCHS after the Effective Date attributable to Affiliation-related matters, as described in Section 3.9.3.1.
“Regional System”	The integrated health care delivery system serving Northern New England among the Regional Provider Organizations of which DHH is the sole member.
“Regional Provider Organizations”	The health care provider organizations which are participants in the Regional System (including CMCHS).
“Termination Event”	An event giving rise to the right of a Party to terminate this Agreement and un-wind the Affiliation as described in Section 5.5.1.