

EXECUTION

AFFILIATION AGREEMENT

BY AND BETWEEN

ENGLEWOOD HEALTHCARE FOUNDATION, D/B/A ENGLEWOOD HEALTH

AND

RWJ BARNABAS HEALTH, INC., D/B/A RWJBARNABAS HEALTH

DECEMBER 23, 2025

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AFFILIATION AGREEMENT

This Affiliation Agreement (this “**Agreement**”) is entered into as of December 23, 2025 (the “**Execution Date**”), by and between Englewood Healthcare Foundation, d/b/a Englewood Health, a New Jersey nonprofit corporation (“**Englewood**”), and RWJ Barnabas Health, Inc., d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (“**RWJBH**”). Englewood and RWJBH are each referred to as a “**Party**,” and collectively as the “**Parties**.” All capitalized terms used herein and not defined upon initial use have the respective meanings set forth in Section 9.

WHEREAS, Englewood is the parent company of an integrated health care system based in Englewood, New Jersey that is comprised of a network of subsidiaries and affiliates, including Englewood Hospital and Medical Center, Inc., d/b/a Englewood Hospital (“**EHMC**”); Englewood Hospital and Medical Center Foundation, Inc., d/b/a Englewood Health Foundation (“**EHMC Foundation**”); Englewood Healthcare Properties Inc.; Englewood Medical Associates Inc.; Medical Associates of Englewood PC, d/b/a Englewood Health Physician Network (“**EHPN**”); Englewood Health Urgent Care, P.C.; Emergency Physicians of Englewood PC; Physician Partners of Englewood PC; EHMC Health Alliance ACO; LLC, Englewood Health ACO, LLC; and Englewood Healthcare Enterprises Inc. (each an “**Englewood Affiliate**” and, collectively, the “**Englewood Affiliates**,” and, together with Englewood, referred to herein as the “**Englewood System**”), that coordinates hospital operations, system planning, and health care services;

WHEREAS, during the Interim Period, a five (5)-member board with the composition described in Section 7.1 (the “**Legacy Board**”), will be created with the authority to monitor and enforce the commitments and covenants of RWJBH set forth in this Agreement that survive Closing or are to be performed after Closing on Englewood’s behalf and with status as an intended third-party beneficiary of this Agreement pursuant to Section 8.10;

WHEREAS, RWJBH owns and operates licensed, general acute care hospitals and other health care facilities throughout the State of New Jersey, indirectly, through its subsidiaries and affiliates (each a “**RWJBH Affiliate**” and, collectively, the “**RWJBH Affiliates**,” and together with RWJBH referred to herein as the “**RWJBH Network**”);

WHEREAS, the Parties and the Englewood Affiliates share a common and unifying charitable health care mission to promote and improve the quality, and expand the scope and accessibility of, affordable health care and health care-related services for the communities they serve;

WHEREAS, the governing boards of the Parties, in keeping with their fiduciary duties to oversee their respective organizations’ charitable assets, have engaged in a deliberative process to explore ways to effectively serve their communities; and

WHEREAS, the Parties believe it to be in their mutual charitable interests to combine their organizations (the “**Affiliation**”) as a means of best serving their respective communities and achieving their charitable missions,

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in order to effectuate the Affiliation in accordance with the terms set forth below, the Parties agree as follows:

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

1.1 Form of Affiliation and Deliberative Process. Subject to the terms and conditions of this Agreement, the Affiliation will be effected by means of a member substitution in which RWJBH shall become the sole corporate member of EHMC and a simultaneous merger of Englewood into EHMC whereupon the separate existence of Englewood shall cease and EHMC shall be the surviving corporation, pursuant to the terms of the Plan of Merger substantially in the form attached hereto as Exhibit A.

1.2 Closing. Upon satisfaction or waiver by the appropriate Party of all of the closing conditions set forth in Section 5, and unless this Agreement is earlier terminated pursuant to Section 6, the closing of this transaction (the “**Closing**”) will occur on the first calendar day of the following month, if the satisfaction of the closing conditions occurs during the first fifteen (15) days of any month, or the first calendar day of the month following the upcoming month, if the satisfaction of the closing conditions occurs on or after the sixteenth (16th) day of any month but before the beginning of the upcoming month, unless another date is mutually agreed to in writing by the Parties (the “**Effective Date**”). The Closing will occur and the Affiliation will become effective as of 12:00:01 a.m. Eastern Time on the Effective Date.

2. **INTERIM COVENANTS.** The provisions set forth in this Section 2 will apply during the Interim Period.

2.1 Actions and Approvals. Subject to Section 2.4.2, each Party will use commercially reasonable efforts and act in good faith to do, or cause to be done, all things necessary, proper, or advisable, including by obtaining all necessary regulatory, corporate, and other approvals, and to take all such other actions as may be necessary or appropriate, to effectuate the Affiliation as described in this Agreement, including such actions as may be reasonably necessary or appropriate to cause the conditions to the Closing in Section 5 to be satisfied, to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, and in any case, within twelve (12) months of the Execution Date (the “**Outside Date**”). In furtherance of the foregoing, unless otherwise specified in this Agreement with regard to any particular process, filing, or request for approval, authorization, clearance, or consent, the Parties will, within thirty (30) days following the Execution Date, coordinate on the preparation of any notices, submissions, filings and requests for approval, authorization, clearance, or consents specified in Schedule 5.3.

2.2 Conduct of Business. During the Interim Period, Englewood hereby agrees to the following covenants and agreements: Englewood shall (a) use commercially reasonable efforts to preserve, protect and maintain the business, properties, assets and goodwill of Englewood and each Englewood Affiliate in the Ordinary Course of Business, to keep available the services of its present officers and key employees, and to preserve the goodwill and business relationships with donors, suppliers, third parties, trustees, medical staff, employees and others having business relationships with or utilizing the services of the Englewood Affiliates; (b) operate the business of Englewood and cause the businesses of each Englewood Affiliate to be operated in the Ordinary Course of Business; (c) maintain the books, records and accounts of the Englewood System in the Ordinary Course of Business and in accordance with GAAP; (d) make normal maintenance and capital expenditures for the Englewood System in

the Ordinary Course of Business; (e) pay, or otherwise satisfy in the Ordinary Course of Business, all of the Englewood System's liabilities and obligations; (f) notify RWJBH in writing within five (5) business days of knowledge of any Liability arising during the Interim Period equal to or greater than [REDACTED] that arises not in the Ordinary Course of Business; (g) provide RWJBH, as soon as reasonably practical, with interim and audited financial statements for Englewood and each Englewood Affiliate as produced in the Ordinary Course of Business, as and when they are available, but in no event later than forty-five (45) days after the end of the applicable month and (h) within thirty (30) days following the end of the first fiscal quarter following the Execution Date and within thirty (30) days following the end of each fiscal quarter thereafter, make available Englewood's Chief Executive Officer and Chief Financial Officer for a meeting with RWJBH to discuss Englewood's financial performance.

2.2.1 Except as set forth on Schedule 2.2.1, approval of RWJBH (not to be unreasonably withheld, conditioned, or delayed) will be required before either Englewood or any Englewood Affiliate may:

2.2.1.1 adopt any amendments to the current Certificates of Incorporation of Englewood or any of the Englewood Affiliates (collectively, the "**Certificates of Incorporation**") or current Bylaws of Englewood or any of the Englewood Affiliates (collectively, the "**Bylaws**") or any other organizational documents of the Englewood Affiliates, except for changes authorized or required by this Agreement;

2.2.1.2 acquire (by merger, consolidation or acquisition of interests or stock) any corporation, partnership or other organization or division thereof or collection of assets constituting all or substantially all of a business or a business unit or enter into any joint venture arrangement involving a share of material profits, losses, costs or liabilities by Englewood or any of the Englewood Affiliates (a "**Strategic Transaction**") with any other Person in which the value of the Strategic Transaction equals or exceeds [REDACTED] (the "**Consent Threshold**");

2.2.1.3 other than in connection with this Agreement, restructure, reorganize or completely or partially liquidate, dissolve or commence bankruptcy or similar proceedings, or, in each case, adopt a plan relating to such action, or take steps that are reasonably likely to result in the involuntary commencement of such action, or otherwise enter into any agreement or arrangement imposing material changes or restrictions on the operation of the assets of Englewood or any of the Englewood Affiliates to the extent that such material changes or restrictions would remain in place following the Effective Date;

2.2.1.4 except as permitted pursuant to this Agreement, sell, transfer, lease, sublease, license, relinquish, surrender or otherwise dispose of any of the

material assets of Englewood or any of the Englewood Affiliates that have a value that equals or exceeds the Consent Threshold;

- 2.2.1.5 enter into or assume or permit any material amendment, extension, supplement, waiver, or other modification to, any Contract that contains a non-competition or other restrictive covenant that precludes Englewood or any Englewood Affiliate from operating in any material line of business or in any geographic location;
- 2.2.1.6 adopt a capital or operating budget that results in any of the following: an operating EBITDA Margin of [REDACTED] or less, less than [REDACTED] days cash on hand, or capital investments of more than [REDACTED], excluding expenditures pursuant to Englewood's Modernization Plan detailed on Schedule 2.2.1.6 (capital and operating budgets that result in an operating EBITDA Margin of [REDACTED] or more, days cash on hand of [REDACTED] days or more, and capital investments of [REDACTED] or less, excluding expenditures pursuant to Englewood's Modernization Plan detailed on Schedule 2.2.1.6, are hereinafter referred to as "**Subsequent Comparable Budgets**") and shall not require prior approval);
- 2.2.1.7 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or as set forth on Schedule 2.2.1.7, or, for subsequent fiscal years, in accordance with the aggregate expense limits set forth in the Subsequent Comparable Budgets, enter into any lease or license or commitment to lease or license with respect to any real property, in any case, that either: (a) contains material post-termination restrictions; or (b) involves payment in the aggregate in excess of the Consent Threshold over the term of the applicable agreement unless such agreement expires on or prior to the Effective Date or is cancellable without penalty upon ninety (90) days' or less notice;
- 2.2.1.8 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, enter into or assume or permit any material amendment, extension, supplement, waiver, termination or other modification, in connection with:
- (a) any Contract for the purchase of equipment, materials or supplies relating to information technology except those Contracts (i) involving the receipt or payment of less than the Consent Threshold over the term of the Contract or (ii) that either (A) expire on or prior to the Effective Date or (B) are cancellable without penalty on ninety (90) days' or less notice;
 - (b) any employment, compensation or severance Contract with any employed physician or licensed health care professional (each, an

“**Individual Provider**”) for professional services except those Contracts (i) involving the receipt or payment of less than (A) individually, (I) for Contracts with new Individual Providers, [REDACTED] on an annual basis or (II) for new or amended Contracts with existing Individual Providers, or to fill a vacancy left by departing Individual Providers, [REDACTED] of increases in receipts or payments annually as compared to any prior agreement with such Individual Provider or (B) in the aggregate, the Consent Threshold over the term of such Contracts, in each case, that comply with applicable Laws and applicable Englewood policies and procedures (“**Englewood Policies**”), do not involve payments in excess of [REDACTED] of the relevant then-current MGMA benchmark for physician or licensed healthcare professional compensation (the “**MGMA Benchmark**”) on an individual basis, and do not involve an increase of more than [REDACTED] in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire on or prior to the Effective Date, or (B) are cancellable without penalty on ninety (90) days’ or less notice;

(c) any compensation Contract with any physician group or physician- or licensed health care professional-owned entity (each, a “**Provider Group**”) for professional services except those Contracts (i) involving the receipt or payment of less than (A) individually, (I) for Contracts with new Provider Groups, [REDACTED] on an annual basis or (II) for new or amended Contracts with existing Provider Groups, or to fill a vacancy left by a departing Provider Group, [REDACTED] of increases in receipts or payments annually as compared to any prior agreement with such Provider Group or (B) in the aggregate, the Consent Threshold over the term of such Contracts, in each case, that comply with applicable Laws and Englewood Policies, do not involve payments in excess of the MGMA Benchmark on an individual basis, and do not involve an increase of more than [REDACTED] in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire on or prior to the Effective Date, or (B) are cancellable without penalty on ninety (90) days’ or less notice;

(d) any employment, compensation or severance Contract with any employee or independent contractor not specified in clause (b) or clause (c) above except those Contracts (i) involving the receipt or payment of less than (A) individually, [REDACTED] annually or (B) in the aggregate, the Consent Threshold over the term of such Contracts, in each case, that comply with applicable Laws and Englewood Policies and do not involve an increase of more than [REDACTED] in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire

on or prior to the Effective Date, or (B) are cancellable without penalty on one hundred and twenty (120) days' or less notice; or

(e) any Contract (excluding, for the avoidance of doubt, any lease or license with respect to any leased real property) not specified above that (i) contains material post-termination restrictions or (ii) involves payment of an amount equal to or greater than the Consent Threshold over the term of the Contract or [REDACTED] or more per year unless it expires on or prior to the Effective Date or is cancellable without penalty on ninety (90) days' or less notice;

2.2.1.9 except in the Ordinary Course of Business, establish, adopt, enter into, terminate, amend or extend any or any other labor-related agreement or arrangement with any labor organization (each, a **“Collective Bargaining Agreement”**);

2.2.1.10 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, (a) incur any Indebtedness, (b) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, (c) make any loans, advances or capital contributions to, or investments in, any other Person, or (d) mortgage or pledge, or otherwise create any Lien (other than any Permitted Lien) upon, the Englewood System's assets, in each of items (a) through (d), equal to or in excess of the Consent Threshold in the aggregate or [REDACTED] individually;

2.2.1.11 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, cancel or forgive any Indebtedness or redeem or repay any Indebtedness, in each case where the amount of such Indebtedness to be cancelled, forgiven, redeemed or repaid equals or exceeds the Consent Threshold, except (a) in accordance with the mandatory provisions of the instruments governing such Indebtedness, or (b) to avoid or address default under or breach of the terms of any of the instruments governing the Englewood System's Indebtedness;

2.2.1.12 except in the Ordinary Course of Business, approve any changes to any Englewood System's 2025 Capital Budget hereto or 2025 Operating Budget or, for subsequent fiscal years, any operating or capital budgets that are not “Subsequent Comparable Budgets” as defined above, or any changes to any Subsequent Comparable Budgets (to the extent such changes would result in such Subsequent Comparable Budget no longer being a “Subsequent Comparable Budget” as defined above);

2.2.1.13 authorize capital expenditures that, in the aggregate during any calendar year, are in excess of the Englewood System's 2025 Capital Budget or, as

applicable, Subsequent Comparable Budgets, except for emergency expenditures (a) that do not exceed [REDACTED] of the Englewood System's total 2025 Capital Budget or, as applicable, Subsequent Comparable Budgets, on an annualized basis, or (b) that are reasonably necessary to comply with or maintain compliance with applicable Laws;

2.2.1.14 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets, or, as applicable, a Subsequent Comparable Budget, approve any operating expenditures by Englewood or any of the Englewood Affiliates that would exceed the amount specifically budgeted therefor in the respective 2025 Operating Budgets of the Englewood System, or the applicable Subsequent Comparable Budget, by an amount greater than [REDACTED] of the total applicable operating budget on an annualized basis (except for any operating expenditures not expressly contemplated in such 2025 Operating Budgets or applicable Subsequent Comparable Budget so long as such expenditures do not cause Englewood or any Englewood Affiliate to exceed its 2025 Operating Budget or applicable Subsequent Comparable Budget), except for unforeseen expenditures that could not be addressed in such 2025 Operating Budgets or applicable Subsequent Comparable Budget and are reasonably necessary to resolve any matter resulting from a failure to comply with or maintain compliance with applicable Laws;

2.2.1.15 except in the Ordinary Course of Business, in accordance with 2025 Budgets (or, if applicable, Subsequent Comparable Budgets), changes that are required by applicable Law that came into effect after such budgets were developed or pursuant to contractual commitments entered into prior to the Execution Date, increase the compensation payable or to become payable to its trustees, officers, employees, consultants, physicians or independent contractors, or grant any severance or termination pay to, or pay or enter into any agreement to pay, any retention bonus (other than a reasonable retention bonus not in excess of [REDACTED] of such person's annual base compensation) to, any such Person, or, except as permitted pursuant to Sections 2.2.1.8 or 2.2.2.5, establish, adopt, enter into or amend any bonus, profit sharing, thrift, compensation, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any trustee, officer, physician or employee of the Englewood System (for avoidance of doubt, changes required by Collective Bargaining Agreements and market adjustments that are required by applicable Contracts or to conduct business without disruption constitute the Ordinary Course of Business so long as they are substantially consistent with 2025 Budgets or applicable Subsequent Comparable Budgets or otherwise are substantially consistent with the provisions of this Section 2.2.1);

2.2.1.16 except as permitted pursuant to Section 2.2.1.8, terminate, establish, adopt, amend, or fund not in the Ordinary Course of Business, and in accordance

- with 2025 Budgets, or, if applicable, Subsequent Comparable Budgets, any Plan with Englewood or any of the Englewood Affiliates that results in a new Liability that equals or exceeds the Consent Threshold;
- 2.2.1.17 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets, or, if applicable, Subsequent Comparable Budgets, or, except as required under applicable Law that became effective after such applicable budgets were adopted, effectuate a merger or consolidation of any Plans that results in a new Liability that equals or exceeds the Consent Threshold;
- 2.2.1.18 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, if applicable, Subsequent Comparable Budgets, pay, discharge, satisfy, settle, compromise, waive, release or assign any suit, claim, Liability or obligation, in each case that equals or exceeds the Consent Threshold, *provided, however*, that the foregoing shall not prohibit the payment or satisfaction of any suit or claim to the extent required by a final, non-appealable order of a court of competent jurisdiction; or
- 2.2.1.19 agree in writing to do any of the foregoing.
- 2.2.2 Except as set forth on Schedule 2.2.2, thirty (30) days' prior written notice to RWJBH will be required before either Englewood or any Englewood Affiliate may:
- 2.2.2.1 create any subsidiary or affiliate of Englewood or any of the Englewood Affiliates, *provided* that (a) any such new subsidiary or affiliate shall be covered by, subject to and must comply with the representations, warranties and covenants set forth in this Agreement effective as of the date of their creation, and (b) if the creation of such new subsidiary or affiliate requires consent of RWJBH under Section 2.2.1, such consent shall first be obtained;
- 2.2.2.2 enter into a Strategic Transaction (as defined above) with any other Person in which the value of the Strategic Transaction equals or exceeds ██████████ (the "**Notice Threshold**") or that requires the filing of a New Jersey Certificate of Need Application;
- 2.2.2.3 except as permitted pursuant to this Agreement, sell, transfer, lease, sublease, license, relinquish, surrender or otherwise dispose of any of the material assets of Englewood or any of the Englewood Affiliates that have an aggregate value that equals or exceeds the Notice Threshold;
- 2.2.2.4 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets, or, for subsequent fiscal years, Subsequent Comparable Budgets, enter into any lease or license or commitment to lease or license with respect to any real property, in any case, that involves payment in the aggregate in excess of the Notice

Threshold over the term of the applicable agreement unless it expires on or prior to the Effective Date or is cancellable without penalty upon ninety (90) days' or less notice;

2.2.2.5 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, enter into or assume or permit any material amendment, extension, supplement, waiver, termination or other modification, in connection with:

(a) any Contract for the purchase of equipment, materials or supplies relating to information technology except those Contracts (i) involving the receipt or payment of less than the Notice Threshold over the term of the Contract or (ii) that either (A) expire on or prior to the Effective Date or (B) are cancellable without penalty on ninety (90) days' or less notice;

(b) any employment, compensation or severance Contract with any Individual Provider for professional services except those Contracts (i) involving the receipt or payment of less than (A) individually, (I) for Contracts with new Individual Providers, [REDACTED] on an annual basis or (II) for new or amended Contracts with existing Individual Providers, or to fill a vacancy left by departing Individual Providers, [REDACTED] of increases in receipts or payments annually as compared to any prior agreement with such Individual Provider or (B) in the aggregate, the Notice Threshold over the term of such Contracts, in each case, that comply with applicable Laws and applicable Englewood Policies, do not involve payments in excess of the MGMA Benchmark on an individual basis, and do not involve an increase of more than [REDACTED] in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire on or prior to the Effective Date, or (B) are cancellable without penalty on ninety (90) days' or less notice;

(c) any compensation Contract with any Provider Group for professional services except those Contracts (i) involving the receipt or payment of less than (A) individually, (I) for Contracts with new Provider Groups, [REDACTED] on an annual basis or (II) for new or amended Contracts with existing Provider Groups, or to fill a vacancy left by a departing Provider Group, [REDACTED] of increases in receipts or payments annually as compared to any prior agreement with such Provider Group or (B) in the aggregate, the Notice Threshold over the term of such Contracts, in each case, that comply with applicable Laws and Englewood Policies, do not involve payments in excess of the MGMA Benchmark on an individual basis, and do not involve an increase of more than [REDACTED]

██████ in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire on or prior to the Effective Date, or (B) are cancellable without penalty on ninety (90) days' or less notice;

(d) any employment, compensation or severance Contract with any employee or independent contractor not specified in clause (b) or clause (c) above except those Contracts (i) involving the receipt or payment of less than (A) individually, ██████ annually or (B) in the aggregate, the Notice Threshold over the term of such Contracts, in each case, that comply with applicable Laws and Englewood Policies and do not involve an increase of more than ██████ in the amount of receipts or payments over the term of each Contract as compared to any prior agreement or (ii) that either (A) expire on or prior to the Effective Date, or (B) are cancellable without penalty on one hundred and twenty (120) days' or less notice; or

(e) any Contract (excluding, for the avoidance of doubt, any lease or license with respect to any leased real property) not specified above that (i) contains material post-termination restrictions or (ii) involves payment of an amount equal to or greater than the Notice Threshold over the term of the Contract unless it expires on or prior to the Effective Date or is cancellable without penalty on ninety (90) days' or less notice;

2.2.2.6 enter into or assume or permit any material amendment, extension, supplement, waiver, or other modification to, any exclusive academic or clinical affiliation or alliance Contract, *provided* that any such Contract, including as amended, extended, supplemented, waived or modified, that will continue to be in effect after the Closing must be consistent with the Strategic Plan once it is developed and agreed to by RWJBH and the Englewood Executive Leadership Team;

2.2.2.7 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, engage in, approve, authorize, extend or amend any Related Party Transaction (as defined in Section 4.1.29) that equals or exceeds ██████, *provided* such Related Party Transaction must comply with applicable Laws and Englewood's Policies, including, without limitation, its conflict of interest policy;

2.2.2.8 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, (a) incur any Indebtedness, (b) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, (c) make any loans, advances or capital contributions to, or investments in,

any other Person, or (d) mortgage or pledge, or otherwise create any Lien (other than any Permitted Lien) upon, the Englewood System's assets, in each of items (a) through (d), equal to or in excess of the Notice Threshold in the aggregate or [REDACTED] individually;

- 2.2.2.9 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, as applicable, Subsequent Comparable Budgets, cancel or forgive any Indebtedness or redeem or repay any Indebtedness, in each case, except (a) in accordance with the mandatory provisions of the instruments governing such Indebtedness or (b) to avoid or address default under or breach the terms of any of the instruments governing the Englewood System's Indebtedness;
- 2.2.2.10 except as permitted pursuant to Section 2.2.1.8, establish, adopt, amend, or fund not in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets, or, if applicable, Subsequent Comparable Budgets, any Plan with Englewood or any of the Englewood Affiliates, or terminate any Plan to the extent that in connection with such termination, Englewood or any of the Englewood Affiliates will incur any Liability or expense equal to or in excess of the Notice Threshold;
- 2.2.2.11 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets, or, if applicable, Subsequent Comparable Budgets, or except as required under applicable Law that became effective after such applicable budgets were adopted, effectuate a merger or consolidation of any Plans that results in a new Liability that equals or exceeds the Notice Threshold;
- 2.2.2.12 except in the Ordinary Course of Business, fail to keep in full force and effect present insurance policies and other comparable insurance coverages (for avoidance of doubt, the Parties acknowledge and agree that replacement of an existing insurance policy with an alternative comparable insurance policy from the same or another carrier is Ordinary Course of Business);
- 2.2.2.13 add or change any of Englewood's Executive Leadership Team, including the President and Chief Executive Officer of EHMC, without first alerting RWJBH and giving RWJBH reasonable opportunity, within thirty (30) days of notice, to discuss post-Closing employment;
- 2.2.2.14 except in the Ordinary Course of Business and in accordance with the aggregate expense limits set forth in the 2025 Budgets or, if applicable, Subsequent Comparable Budgets, pay, discharge, satisfy, settle, compromise, waive, release or assign any suit, claim, Liability or obligation, in each case that equals or exceeds the Notice Threshold;

- 2.2.2.15 modify, materially amend, terminate or fail to obtain or renew, any material Permits necessary to conduct the business of the Englewood System in the manner in which it is presently conducted or will be conducted, in accordance with the ordinances, rules, requirements and regulations of any Governmental Authority having jurisdiction over the Englewood System's properties or activities in all material respects, which material Permits are identified on Schedule 2.2.2.15 ("**Material Permits**"); or
- 2.2.2.16 agree in writing to do any of the foregoing.

Nothing in Section 2.2.1 or Section 2.2.2 is intended to or shall operate to give RWJBH control over, or beneficial ownership of, the Englewood System prior to Closing.

2.3 Public Statements. Except as may be required by applicable Laws or as otherwise contemplated herein, neither Party will, and each Party will cause its Affiliates not to, make any press releases, public statements, or communications of any sort to the public, the press, or any third party (other than to their respective Affiliates and to their or their Affiliates' respective officers, corporate members, employees, accountants, attorneys, and agents who require access to such information in connection with the performance of their responsibilities or functions) regarding the existence or terms of the Affiliation or this Agreement, in each case without the other Party's prompt prior written consent, not to be unreasonably withheld, regarding the content of, and method of making, the communication. Further, the Parties agree that, if the Affiliation described herein is not consummated for any reason after the public disclosure thereof, the Parties will mutually agree on a statement to that effect prior to any such disclosure to the public or the press.

2.4 Hart-Scott-Rodino.

2.4.1 RWJBH and Englewood will as promptly as reasonably practical and in all events by no later than twenty-five (25) business days after the Execution Date make all required filings of Notification and Report Forms pursuant to the HSR Act (the "**HSR Filings**"). In furtherance of and in connection with the Parties' preparation and submission to applicable Governmental Authorities of the HSR Filings, Englewood and RWJBH will use reasonable best efforts (a) to cooperate with each other and to respond promptly to all document and information requests; (b) expeditiously to review and, as appropriate, approve and execute, any notifications, exhibits, or other documents or materials; and (c) to respond promptly to any Governmental Authority's requests for additional information or documentary material that may be issued in connection with the transaction contemplated by this Agreement. Any such Notification and Report Forms, supplemental information and filings shall be in substantial compliance with the requirements of the HSR Act and such other antitrust Laws, as applicable. None of the parties hereto shall extend any waiting period under the HSR Act, except with the prior written consent of RWJBH. The Parties agree to use reasonable best efforts to resolve objections, if any, as may be asserted by any Governmental Authority in connection with the transactions contemplated by this Agreement as expeditiously as possible.

- 2.4.2 Notwithstanding the foregoing or anything in this Agreement to the contrary, in no event shall RWJBH or any of its Affiliates be required, and in no event will Englewood agree, without the prior written consent of RWJBH, to (a) make any payments or expenditures, concede anything of value, agree to any requirement to refrain from conducting, or intruding upon or impeding the manner of conducting, any business, (b) sell, license or otherwise dispose of, or hold separate or agree to sell, license or otherwise dispose of, any entities, assets or facilities of RWJBH, or any of the RWJBH Affiliates, (c) terminate, amend or assign existing relationships or contractual rights or obligations of RWJBH or its Affiliates, (d) amend, assign or terminate existing licenses or other Contracts or enter into such new licenses or other Contracts, (e) otherwise take or commit to take any actions that before or after the Closing would limit RWJBH's or any of its Affiliates' freedom of action with respect to, or its ability to retain, one or more of its or any of its Affiliates' businesses, product lines, licenses, operations, rights, assets or rights or interests therein, or RWJBH's ability to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the RWJBH Network, (f) defend, contest or otherwise resist any action filed in court, including any proceeding seeking a temporary restraining order or preliminary injunction, by any Governmental Authority or private party, challenging any of the transactions contemplated hereunder as violative of any antitrust Law, (g) pay any sums or concede anything of value, or (h) take any action as a result of any request for additional information and documentary material or other inquiry from any Governmental Authority (except for substantial compliance with such a request as provided in Section 2.4.1) or agree to any prior approval notification to a Governmental Authority; *provided*, that if requested by RWJBH or any of its Affiliates, Englewood will, and will cause the Englewood System to, become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any such requirement, condition, limitation, understanding or agreement so long as such requirement, condition, limitation, understanding or agreement is only binding on the Englewood System or Englewood in the event the Closing occurs.
- 2.5 CHAPA Application. Englewood will prepare the required Community Health Care Assets Protection Act filings for Englewood and the Englewood Affiliates (the "**CHAPA Application**"). In furtherance of and in connection with Englewood's preparation and submission to the applicable Governmental Authorities of the CHAPA Application, Englewood and RWJBH will use commercially reasonable efforts, subject to Section 2.4.2, to (a) cooperate with each other and promptly respond to all document and information requests; (b) expeditiously review and, as appropriate, approve, and execute, any notifications, exhibits, or other documents or materials; and (c) cooperate with each other and with any Governmental Authorities by responding promptly to any requests for additional documents or information. The Parties agree not to take any actions that are reasonably likely to cause a delay in the approval of the CHAPA Application.
- 2.6 Communications with Governmental Authorities and Officials. Subject to this Section 2.6, the Parties will communicate jointly with Governmental Authorities with respect to the Affiliation and will work together to develop a plan for such coordinated communications by the Parties. Consistent with the foregoing and subject to appropriate confidentiality protections, legal prohibitions, and any appropriate limits on sharing competitively sensitive

information, each Party will furnish to the other Party such necessary information and reasonable assistance as the other Party may reasonably request in connection with the foregoing and any submissions to Governmental Authorities, and will keep the other Party reasonably informed with respect to any filing to, consent, authorization, order or approval of, or exception by or sought from, any Governmental Authority in connection with this Agreement and the transactions contemplated hereby. During the Interim Period, except as required by applicable Law, each Party will (and the Parties will assure that their Affiliates will) use commercially reasonable efforts to not communicate separately with any Governmental Authority regarding the Affiliation without the prior approval of the other Party, with exceptions for communications with a Governmental Authority in the Ordinary Course of Business with respect to matters unrelated to the Affiliation. The Parties will also consult and cooperate with one another, and consider in good faith the views of one another, in connection with obtaining approvals from Governmental Authorities, and provide to the other Party in advance of submission a copy of, and an opportunity to comment on, any analysis, appearances, presentations, memoranda, briefs, arguments, opinions, and proposals to be made or submitted by or on behalf of any Party hereto in connection with any required filing, proceeding, inquiry, or investigation under or relating to such processes or the Affiliation. It is acknowledged and agreed that the Parties will have, except where prohibited by Law, joint responsibility for determining the strategy for dealing with, and keeping one another reasonably apprised of the status of any communications with or any inquiries or requests for additional information from, any Governmental Authority. Each Party will notify the other promptly upon the receipt of (a) any comments or communications from any Governmental Authority in connection with any filings made pursuant hereto; and (b) any request by any officials of any Governmental Authority, including a request for amendments or supplements to any filings made pursuant to, or information provided to comply in all material respects with, any applicable law. Whenever any event occurs that is required to be set forth in an amendment or supplement to any filing made pursuant to Sections 2.4, 2.5, or 2.7, each Party will promptly inform the other of such occurrence and cooperate in filing with the applicable Governmental Authority such amendment or supplement.

2.7 Regulatory and Third-Party Approvals. Subject to any specific terms or conditions contained in this Agreement, including Section 2.4.2, during the Interim Period, the Parties shall coordinate with each other and use commercially reasonable efforts to obtain all Governmental Authority and third-party approvals, including, without limitation, the following:

2.7.1 The Parties will provide such other information and communications to Governmental Authorities and accrediting and certifying bodies as such Governmental Authorities may reasonably request.

2.7.2 The Parties will use commercially reasonable efforts to obtain as soon as practicable (a) all licenses and permits required to operate Englewood and the Englewood Affiliates as currently operated; and (b) all approvals, authorizations, and clearances from all Governmental Authorities and third parties required by law or pursuant to this Agreement for the Parties to consummate the Affiliation contemplated hereby, including, but not limited to, the CHAPA Application. The Parties will reasonably

cooperate with each other in all efforts to obtain, as promptly as practicable, all such approvals, authorizations, and clearances.

2.7.3 The Parties will cooperate with each other and act diligently and reasonably to complete change of ownership applications and notices with respect to all such applications. Each Party, as required by applicable Governmental Authority or by a third-party payor, will complete and file all applications that are required by a Governmental Authority or by a third-party payor to be filed (with the opportunity for pre-filing review by the other Party and with a complete copy of each such application furnished to the other Party following filing). Without limiting the generality of the foregoing, the Parties will complete and file all pre-Closing filings and notices identified on Schedule 4.1.6 no later than forty-five (45) days following the expiration or termination of the applicable waiting period under the HSR Act, or as of such other date(s), as agreed to by the Parties.

2.8 Expenses.

2.8.1 HSR Act Filing Fees. Englewood and RWJBH shall each pay one-half of the filing fee required under the HSR Act.

2.8.2 Economic and Other Advisors. The Parties agree that RWJBH will pay [REDACTED] of the costs of any economic or other consultant engaged by RWJBH's legal counsel for the transaction and will make that economic or other consultant and its work product available to Englewood's legal counsel. To the extent that any other third-party experts are needed in connection with the Parties' HSR Filings, RWJBH will retain and pay for such third-party experts.

2.8.3 Attorney Fees. In the event of the termination of this Agreement for any reason, other than Englewood's breach pursuant to Sections 6.3 or 6.4, if, prior to such termination, there was a Request for Additional Information and Documentary Material issued by the Federal Trade Commission to the Parties pursuant to the HSR Act review of the transactions contemplated by this Agreement from the Parties to satisfy regulatory approval of the Affiliation contemplated herein, and the Affiliation is not ultimately consummated due to federal antitrust action, RWJBH will reimburse Englewood attorneys' fees and expenses actually incurred in connection with Englewood's negotiation and entry into this Agreement and the transactions contemplated hereby in an amount not to exceed [REDACTED] within thirty (30) days of receipt of reasonable documentation of such expenses from Englewood (the "**Attorney Fees**").

2.9 Preserve Accuracy of Representations and Warranties. Each Party shall use commercially reasonable efforts not to take any action that would cause either Party to fail to fulfill any closing condition contained in Section 5. Each Party shall promptly notify the other Party of any lawsuits, administrative actions, or other proceedings asserted or commenced against it, its Affiliates, or any of its respective officers, trustees, or members involving uninsured or underinsured liabilities to the extent that such Party would reasonably expect such lawsuit, administrative action, or other proceeding to result in the failure to satisfy any closing

condition in Section 5. Each Party shall promptly notify the other Party in writing of any facts or circumstances that come to its attention and that could reasonably be expected to cause the failure of any closing condition in Section 5.

- 2.10 Supplements to Disclosure Schedules. On the six (6) month anniversary of the Execution Date and each six (6) month anniversary thereafter and no less than thirty (30) days prior to the Closing (with such anticipated date of Closing agreed to in writing by the Parties), Englewood will supplement or amend the Schedules hereto with respect to any matter and shall deliver to RWJBH any supplements or amendments (as applicable) to the Schedules previously delivered to RWJBH in order to ensure its representations and warranties are true and accurate, including (a) matters hereafter arising that, if they existed or occurred as of the Execution Date, would have been required to be set forth in the Schedules or (b) matters of which it becomes aware after the Execution Date that should have been set forth in the Schedules but were not (each a “**Schedule Supplement**”). In the event that any one or more event, development, or occurrence that is the subject of the Schedule Supplement would result in a failure to satisfy any closing condition in Section 5 (taken on its own or together with any prior Schedule Supplement), then RWJBH will have the right to terminate this Agreement for failure to satisfy the closing condition set forth in Section 6.4 if RWJBH provides Englewood written notice of such termination upon the earlier of (x) sixty (60) days from RWJBH’s receipt of the Schedule Supplement or (y) the Outside Date.
- 2.11 Access. Subject to applicable law, Englewood will permit the officers and authorized representatives and agents of RWJBH reasonable access to (a) the medical staff, employees, and other personnel of Englewood and the Englewood Affiliates and (b) the facilities, assets, contracts, and books and records of Englewood and the Englewood Affiliates; *provided, however*, that (x) none of the foregoing violates patient confidentiality requirements or impairs any other privilege or requirement of confidentiality under law; (y) RWJBH first provides prior written notice of such access or inspection and conducts the same in cooperation and coordination with Englewood and in such a manner as not to interfere with the operation of Englewood or its relations with and management of medical staff, employees, and other personnel; and (z) RWJBH directs all requests for access to the Englewood Chief Legal Officer, or such other individual as Englewood may designate in its discretion.
- 2.12 Maintenance of Insurance, Books, and Accounting Practices. Englewood shall and shall cause the Englewood Affiliates to maintain policies of fire and casualty, professional liability, and other forms of insurance in such amounts, with such deductibles and against such risks and losses as are reasonable for its business, assets, and properties and consistent with past practices. Further, Englewood shall: (a) maintain the books of account and records of Englewood and cause the books and records of account of each Englewood Affiliate to be maintained in the usual, regular, and ordinary manner in accordance with GAAP consistently applied and on a basis consistent with prior years, and (b) make no material changes in its accounting methods or practices or cause any Englewood Affiliate to make any material change in its accounting methods or practices, unless required by GAAP. Englewood shall provide RWJBH with notice of any cancellation or nonrenewal received by Englewood or an Englewood Affiliate with respect to, or greater than twenty-five percent (25%) increase of premiums for, any insurance held by Englewood or an Englewood Affiliate.

2.13 Exclusivity.

- 2.13.1 Englewood will not, nor will it permit Englewood Affiliates to, authorize or permit any of its or their respective directors, officers, employees, or agents, directly or indirectly, to initiate, solicit, participate in, or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, consider, or agree to any proposal of, or enter an agreement with, or consummate or make effective any other transaction involving any Person (besides RWJBH or one of its Affiliates) relating to a transaction or affiliation that involves (a) the acquisition of Englewood or any Englewood Affiliate (whether structured through acquisition of substantially all of the assets of Englewood, a change in the corporate member of Englewood or otherwise obtaining control of Englewood), (b) a management agreement that involves control over Englewood or (c) any other transaction or affiliation that would prevent or delay the consummation of this Agreement. In the event that Englewood or any Englewood Affiliates, or any of their respective officers or trustees receive any *bona fide* written proposals or offers contemplated by this Section 2.13.1 from or after the Execution Date, Englewood will promptly inform RWJBH of that fact. The restriction set forth in this Section 2.13.1 will expire upon the termination of this Agreement.
- 2.13.2 Without limiting any restrictions set forth at Section 2.4, RWJBH and its Affiliates, directors, officers, employees or agents shall not, directly or indirectly, solicit, initiate, participate in, or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, consider, or agree to any proposal of, or enter an agreement with, or consummate or make effective any other transaction involving any Person (besides Englewood or one of its Affiliates) relating to (a) a transaction or affiliation that involves the acquisition of another hospital (whether structured through acquisition of substantially all of the assets of or stock of such hospital, a change in the member(s) of such hospital or otherwise obtaining control of such hospital) located within Bergen, Hudson, or Passaic Counties, New Jersey, (b) a management agreement that involves control over another hospital located within Bergen, Hudson, or Passaic Counties, New Jersey, or (c) any other transaction or affiliation that would prevent or delay the consummation of this Affiliation. The restriction set forth in this Section 2.13.2 will expire upon the termination of this Agreement.
- 2.13.3 Without limiting any restrictions set forth at Section 2.4 or this Section 2.13, prior to Closing, the Parties agree not to enter into an agreement relating to a merger, acquisition, membership substitution or consolidation with another healthcare provider, managed care organization, or other entity that would reasonably be likely to materially impact or delay the expiration of the waiting period under the HSR Act.
- 2.14 D&O Insurance. Prior to the Closing, Englewood will obtain a prepaid six (6)-year extended reporting endorsement tail insurance policy and Side A coverage (the “**D&O Insurance**”), the details of which, including cost, are set forth on Schedule 2.14, for claims made on or after the Effective Date with respect to matters existing or occurring prior to the Effective Date from a D&O insurance carrier and broker that is reasonably acceptable to RWJBH and that has at least an “A” A.M. Best credit rating, for the Persons who, immediately prior to the Effective Date, are covered by Englewood’s existing D&O insurance with terms the same as

or similar to Englewood’s existing D&O insurance with respect to matters existing or occurring prior to the Effective Date; *provided, however*, that prior to Englewood’s obtaining such D&O Insurance, the Parties shall evaluate whether it may be more cost effective to obtain prior acts coverage from an existing RWJBH Network program.

2.15 Fiduciary Liability Insurance. Prior to the Closing, Englewood will obtain a prepaid six (6)-year extended reporting endorsement tail insurance policy (the “**Fiduciary Liability Insurance**”), the details of which, including cost, are set forth on Schedule 2.15, for claims made on or after the Effective Date with respect to matters existing or occurring prior to the Effective Date from a fiduciary liability insurance carrier and broker that is reasonably acceptable to RWJBH and that has at least an “A” A.M. Best credit rating, for the Persons who, immediately prior to the Effective Date, are covered by Englewood’s existing fiduciary liability insurance with terms the same as or similar to Englewood’s existing fiduciary liability insurance with respect to matters existing or occurring prior to the Effective Date; *provided, however*, that prior to Englewood’s obtaining such Fiduciary Liability Insurance, the Parties shall evaluate whether it may be more cost effective to obtain prior acts coverage from an existing RWJBH Network program.

2.16 Performance of Undertakings. Each Party shall perform faithfully at all times any and all covenants, undertakings, stipulations, and provisions applicable to it contained in this Agreement and in any and every document executed, authenticated, and delivered hereunder.

2.17 [REDACTED].

2.17.1 [REDACTED]

2.17.2 [REDACTED]

3. **POST-CLOSING AND OTHER COVENANTS OF RWJBH**. As further described in the RWJBH Commitments attached hereto as Exhibit B (“**RWJBH Commitments**”), the Parties wish to affiliate to better serve their communities and the complementary missions that they each pursue, and anticipate that, through the Affiliation, they will be able to: (a) improve, coordinate and integrate clinical care that they provide to their patients, and the health of the

population at large in their communities; (b) expand access, services and programs for those whom they serve; (c) reduce the cost of care that they deliver; and (d) enhance experiences for patients, patients’ families, and caregivers. From and after the Effective Date (and, in the case of Section 3.4, from and after the Execution Date), RWJBH will assure continued support of these joint objectives as described in this Section 3.

3.1 Commitment to Local and Regional Communities.

3.1.1 EHMC will play a critical role as a tertiary hub, as described in the Strategic Plan, in northeastern New Jersey. RWJBH hereby commits that, for a period of at least ten (10) years on and after the Effective Date (the “**Post-Closing Period**”), EHMC shall continue as a separate legal entity with an independent board of trustees (the “**Post-Closing EHMC Board**”). The Post-Closing EHMC Board shall include (a) no fewer than four (4) members of the board of trustees of EHMC prior to the Effective Date (the “**Pre-Closing EHMC Board**”) until no earlier than the fifth (5th) anniversary of the Effective Date; and, thereafter, (b) no fewer than two (2) members of the Pre-Closing EHMC Board for the duration of the Post-Closing Period (collectively, the “**Legacy EHMC Board Members**”). Notwithstanding the foregoing, a majority of the members of the Pre-Closing EHMC Board remaining on the Post-Closing EHMC Board may agree in writing to waive the provisions set forth in the preceding sentence. If, at any time during the Post-Closing Period, no member remains on the Post-Closing EHMC Board who was also previously a member of the Pre-Closing EHMC Board, then all decision-making authority given to the Post-Closing EHMC Board with respect to the waiver or amendment of rights under this Agreement will be vested in the Legacy Board and, to the extent required by applicable Laws, RWJBH shall cause the Post-Closing EHMC Board to take any actions necessary to allow the Legacy Board to exercise such vested authority.

3.1.2 RWJBH further commits that, for the duration of the Post-Closing Period, EHMC shall continue to operate as an acute care tertiary hospital and to provide the communities it services with clinical services as set forth in the Strategic Plan.

3.2 Clinical Services. After the Effective Date, RWJBH will ensure the communities served by EHMC and the Englewood Affiliates involved in providing health care services (the “**Englewood Clinical Affiliates**”) will continue to provide the communities they serve with the clinical services that they are licensed to provide as of June 16, 2025 if still being provided as of the Effective Date (collectively, the “**Clinical Services**”). The role of EHMC and the Englewood Clinical Affiliates with respect to such Clinical Services and key service lines and related strategic matters shall be set forth in the Strategic Plan, as further described in the RWJBH Commitments, which shall recognize the role of EHMC as a tertiary care center hub and regional destination in RWJBH’s health system consistent with Section 3.1 above.

3.3 System Services and Resources. RWJBH will make the following commitments to Englewood’s system services and resources:

3.3.1 RWJBH shall, and shall cause the RWJBH Affiliates, as applicable, to provide or make available to the Englewood Affiliates, administrative and system services on the same

terms as those available to the other similarly-situated RWJBH Affiliates (“**Administrative Services**”).

- 3.3.2 In connection with such Administrative Services, the Englewood Affiliates will be allocated and required to pay to RWJBH or its applicable RWJBH Affiliate (a) those direct costs of the RWJBH Network relating to the management and operation of the Englewood Affiliates and (b) overhead and similar costs and expenses of the RWJBH Network in a manner consistent with such allocation as applicable to other similarly-situated RWJBH Affiliates.
- 3.4 Strategic Planning. Prior to the Closing, consistent with all applicable Laws and taking appropriate precautions as may be required by antitrust Laws, RWJBH and Englewood shall work collaboratively together as facilitated by a mutually agreed upon third-party consultant to develop and finalize a mutually agreed-upon strategic plan for Englewood within northeastern New Jersey to be effective after Closing (the “**Strategic Plan**”). The Parties shall commence work on the Strategic Plan no later than forty-five (45) days after the Execution Date, and the Strategic Plan shall be approved by the Pre-Closing EHMC Board and the RWJBH Board prior to the Closing. In the event that Englewood determines that the final Strategic Plan does not satisfy the RWJBH Commitments set forth in Exhibit B, or otherwise agreed to by the Parties as part of this Agreement, Englewood will have the right to terminate this Agreement in its discretion upon thirty (30) days’ prior notice. Any substantive change to the Strategic Plan that occurs within three and one-half (3.5) years after the Closing shall require the approval of a majority of the members of the Legacy EHMC Board Members serving on the Post-Closing EHMC Board; provided, however, that any changes to the Strategic Plan resulting from any of the following shall not require the approval of any of the Legacy EHMC Board Members: (a) public health emergencies; (b) material changes to any reimbursement policy of any Federal Health Care Program; or (c) material changes to any industry-wide standards of care.
- 3.5 Financial Commitments. RWJBH will make the following financial commitments:
- 3.5.1 Long-Term Capital Commitments; IT Integration Costs. Following the Closing, RWJBH shall (a) ensure the expenditure of funding totaling Five Hundred Million Dollars (\$500,000,000) (the “**Capital Commitment**”) over a period of ten (10) years after the Effective Date and, (b) in addition to the Capital Commitment, ensure the expenditure of funding sufficient to cover all costs required to integrate all Englewood Affiliate facilities (including all hospital and non-hospital sites) with the RWJBH Epic information technology (“**IT**”) platform and enterprise resource planning systems (the “**IT Integration Costs**”). The source of funds necessary to satisfy the Capital Commitment and IT Integration Costs shall include the cash flow and debt capacity of the Englewood System (but, for the avoidance of doubt, shall not include any assets provided from time to time by the EHMC Foundation, consistent with Section 3.6.4); however, if such sources of funding are insufficient, then RWJBH shall fund any remaining amounts from other sources (other than from the EHMC Foundation). For the avoidance of doubt, the Capital Commitment funding shall be in addition to and is not intended to replace any funding that may be set forth in any routine capital or operating budget of the Englewood Affiliates.

- 3.5.1.1 The Capital Commitment shall be comprised of: (i) One Hundred Ninety Million Dollars (\$190,000,000) dedicated to the projects under Englewood’s Master Facility Plan (including for medical surgical upgrades, operating room and procedural room modernization, mother-baby expansion, energy infrastructure upgrades, and Berrie building upgrades) detailed in Schedule 3.5.1.1 (the “**Specific Capital Commitment**”), and (ii) Three Hundred Ten Million Dollars (\$310,000,000) to be expended as and in accordance with the Strategic Plan (the “**Strategic Capital Commitment**”).
- 3.5.1.2 As noted in Section 3.5.2, after the Effective Date it is acknowledged and agreed that RWJBH ultimately will assume responsibility for Englewood long-term liabilities when the Englewood Affiliates become part of the RWJBH Network. Notwithstanding Section 3.5.1, with the exception of capital equipment leases, all additional Indebtedness incurred by Englewood or any Englewood Affiliate during the Interim Period (excluding, for the avoidance of doubt, the refinancing of any Indebtedness outstanding prior to the Execution Date) will result in a dollar for dollar reduction in the Capital Commitment. Notwithstanding Section 3.5.1, if Englewood’s Net Cash Position as of the Effective Date is less than zero (0), then the Capital Commitment will be reduced by the absolute value of such deficit. For the avoidance of doubt, the Capital Commitment will not change as a result of any positive Net Cash Position of Englewood and its Affiliates as of Closing. Notwithstanding Section 3.5.1, all Indebtedness incurred by RWJBH for the benefit of Englewood or any Englewood Affiliate after the Closing, the proceeds of which fund any portion of the Capital Commitment will result in a dollar-for-dollar reduction in the Capital Commitment.
- 3.5.2 Balance Sheet and Liabilities. After the Effective Date, it is acknowledged and agreed that RWJBH ultimately will assume responsibility for EHMC and the other Englewood Affiliates’ entire balance sheets inclusive of long-term Indebtedness and other liabilities. On or after the Effective Date, RWJBH shall evaluate whether to integrate the Indebtedness of EHMC and the other Englewood Affiliates currently outstanding as of the Effective Date into the RWJBH Master Trust Indenture or whether it is more favorable to retain EHMC and the other Englewood Affiliates’ existing debt structure, with the goal of pursuing a strategy that optimizes the balance of costs, debt management and debt structure. For the avoidance of doubt, RWJBH’s determination with respect to the Indebtedness of EHMC and the other Englewood Affiliates hereunder shall not impact the amount of the Capital Commitment or result in any reduction thereof.
- 3.5.3 Routine Capital. After the Effective Date, it is acknowledged and agreed that EHMC and other Englewood Affiliates will participate in the RWJBH centrally managed routine capital process in accordance with RWJBH capital allocation processes in the same manner as other similarly situated RWJBH Affiliates, and, as opportunities are identified over time by the Parties, EHMC and other Englewood Affiliates may receive

additional routine capital investments through RWJBH's capital allocation process, provided that, for the avoidance of doubt, any such routine capital investments shall not count toward the Capital Commitment.

3.6 Philanthropy. RWJBH will make the following philanthropic commitments:

- 3.6.1 After the Closing, the EHMC Foundation shall: (a) remain a separate legal entity whose sole member is RWJBH for so long as EHMC remains a separate legal entity, unless otherwise agreed to by a majority of the members of the Pre-Closing EHMC Board remaining on the Post-Closing EHMC Board; (b) have a charitable purpose of benefiting EHMC; and (c) continue its fundraising efforts in the communities served by EHMC. The EHMC Foundation will be comprised of board members who meet the criteria set forth in the EHMC Foundation bylaws, which shall include a requirement that a majority of the board members live or work in the EHMC service area.
- 3.6.2 All bequests, gifts, pledges, assets and donations of the EHMC Foundation that are restricted as to use or manner of investment, including income from such bequests, gifts, and donations, that are held by, or pledged to, the EHMC Foundation as of the Closing: (a) shall continue to be so restricted; (b) shall remain the property of the EHMC Foundation; and (c) shall be invested, consistent with applicable Laws, provided that the donative intent with respect thereto, and all other applicable requirements in the applicable donor agreements, shall be honored by the EHMC Foundation and by RWJBH.
- 3.6.3 All bequests, gifts, pledges, assets and donations of the EHMC Foundation that are unrestricted as to use or manner of investment, including income from such bequests, gifts, and donations, that are held by, or pledged to, the EHMC Foundation as of the Closing shall be utilized solely in a manner that furthers the EHMC Foundation's charitable purposes of benefiting EHMC, as determined by the EHMC Foundation in its discretion, consistent with applicable Laws and applicable donor agreements. For the avoidance of doubt, the EHMC Foundation will continue to administer and oversee the funding disbursement of EHMC Foundation funds consistent with any restrictions on gifts made to the Foundation for a specific or directed purpose.
- 3.6.4 After the Closing and throughout the Post-Closing Period, all EHMC Foundation fundraising efforts, and the results thereof, inclusive of bequests, gifts, pledges, assets and donations to the EHMC Foundation, shall, subject to Section 3.6.2, be targeted towards investments included in the Strategic Plan, as set forth in Exhibit B, as well as other projects approved, in accordance with RWJBH's standard policies and procedures, with distributions made at the direction of the EHMC Foundation, and, for the avoidance of doubt, shall not reduce the Capital Commitment.
- 3.6.5 All EHMC Foundation projects funded shall be approved and administered in accordance with RWJBH's standard policies and procedures.

- 3.7 Academic Affiliations. As part of the Strategic Plan and in accordance with Exhibit B, RWJBH and EHMC leadership will use commercially reasonable efforts to integrate EHMC and the Englewood Affiliates into RWJBH's academic affiliation with Rutgers, The State University of New Jersey ("**Rutgers**") on July 1, 2028 or sooner if reasonably practicable, consistent with the terms of RWJBH's Master Affiliation Agreement with Rutgers.
- 3.8 Employees. In recognition of the value of the Englewood Workforce (as defined below) and its contribution to the success of the Englewood System, RWJBH will make the following commitments to Englewood's employees:
- 3.8.1 RWJBH shall not implement any material reduction in the pre-Closing workforce of Englewood and the Englewood Affiliates (the "**Englewood Workforce**") within eighteen (18) months of the Effective Date without the approval of a majority of the members of the Pre-Closing EHMC Board remaining on the Post-Closing EHMC Board. After this period, benefits or notice offered to Englewood Workforce members affected by a reduction in force shall be subject to and consistent with the then-current human resources policies of RWJBH, including the opportunity to apply for transfer to another RWJBH facility in accordance with the then-current human resources policies of RWJBH.
- 3.8.2 On and after the Effective Date, the President of EHMC (or such other nomenclature adopted by RWJBH for this leadership position) shall have the authority over all employment decisions for all employees of EHMC, *provided* all such decisions are in compliance with: (a) the reserved powers of RWJBH set forth on Exhibit C attached hereto (the "**RWJBH Reserved Powers**"); (b) applicable Collective Bargaining Agreements; (c) applicable policies and procedures of the RWJBH Board's Executive Compensation Committee, RWJBH's physician contracting committee, and the RWJBH Human Resources department; and (d) applicable Englewood Leadership Agreements.
- 3.8.3 After Closing, those employment agreements between Englewood or an Englewood Affiliate and certain employees, as identified on Schedule 3.8.3 (such employees, the "**Englewood Executive Leadership Team**," and such agreements, the "**Englewood Leadership Agreements**"), shall be honored in accordance with their terms by RWJBH or the applicable Englewood Affiliate; *provided, however*, any financial obligations under the Englewood Leadership Agreements shall be the responsibility of EHMC prior to the Effective Date and allocated to EHMC as an RWJBH Affiliate after the Effective Date. Notwithstanding the foregoing, RWJBH shall have the right to amend, modify or terminate any benefits or plans under the Englewood Leadership Agreements, *provided* that any replacement benefits or plans will be no less favorable than the benefits and plans offered to other similarly situated RWJBH employees. Prior to Closing, subject to Section 2.2, Englewood will have the option to amend and/or terminate deferred compensation plans, and such amendments and/or terminations will be in accordance with all applicable Laws.
- 3.8.4 Englewood shall continue to offer its own employee benefit programs until such time when RWJBH harmonizes the employee benefit programs of Englewood with the

RWJBH Network; *provided, however*, such harmonization of employee benefit programs (a) shall not be effective until the next benefit plan year commencing following the Effective Date; and (b) shall be subject to Englewood's bargaining obligations under the National Labor Relations Act.

- 3.8.5 In connection with the harmonization of employee benefit programs, if and when employees of Englewood and Englewood Affiliates become eligible to participate in any employee benefit plan or program maintained by RWJBH after Closing, RWJBH shall cause such plan or program to recognize the time of service of such employees with Englewood and Englewood Affiliates for purposes of determining eligibility to participate in and the vesting of benefits under the RWJBH benefit plan or program and for purposes of determining the level of benefits in paid time off and similar programs of RWJBH where the level of benefit is based on length of service or seniority; *provided, however*, that (a) such time of service shall be credited only to the same extent as such time of service was credited for a similar purpose under a similar plan or program by Englewood and Englewood Affiliates prior to Closing, and (b) such time of service shall not be recognized to the extent that such recognition would result in a duplication of benefits or to the extent not otherwise permissible under the terms of the RWJBH benefit plan or program. Nothing contained in this Section 3.8.5 shall be construed to establish, amend or modify any benefit plan or program or to alter or limit the ability of RWJBH to amend, modify or terminate any of its benefit plans or programs.
- 3.8.6 The terms and conditions of any Collective Bargaining Agreement entered into by Englewood or any Englewood Affiliate shall continue in full force and effect in accordance with its terms. Upon expiration, any such Collective Bargaining Agreement shall be subject to negotiations by the parties.
- 3.9 Medical Staff; EHPN; and Physician Contracts. RWJBH will make the following commitments to Englewood's medical staff and EHPN:
- 3.9.1 Medical Staff. Effective on the Closing there will be no change to (a) the bylaws, rules and regulations, or credentialing procedures of the medical staff of EHMC; or (b) any medical staff leadership positions held by members of the medical staff of EHMC. Following the Closing, RWJBH will partner with EHMC leadership and EHMC medical staff leadership to implement medical staff best practices and related initiatives at EHMC in the same manner as such are implemented at similarly situated RWJBH Affiliates.
- 3.9.2 EHPN. For five (5) years following the Effective Date, RWJBH shall maintain the board governance structure of EHPN; *provided, however*, the EHMC executive leadership may agree to change the governance structure of EHPN prior to the expiration of such period. After this period it is anticipated that EHPN will be integrated with RWJBH's existing medical group practice infrastructure, *provided* any changes to EHPN and its governance structure shall be done in collaboration with EHMC leadership, subject to the RWJBH Reserved Powers.

- 3.9.3 Englewood Physician Contracts. Except as set forth in Schedule 3.9.3, all existing Englewood Affiliate contracts with physicians in effect prior to the Effective Date, including employment agreements, shall remain in effect in accordance with their terms, unless they expire or are terminated earlier for “cause” in accordance with their terms or as required by applicable Law or Governmental Authority, or except as otherwise agreed to by the Parties in the Strategic Plan.
- 3.10 Governance. RWJBH will make the following commitments to governance:
- 3.10.1 Subject to the RWJBH Reserved Powers, all individuals serving, as of the Closing, as members of the Pre-Closing EHMC Board and on the board of trustees of each of the Englewood Affiliates shall remain in such office and shall continue to serve in such roles for a term consistent with the amended and restated Englewood Organizational Documents and/or the organizational documents of the respective Englewood Affiliates, as applicable, as the same may be amended from time to time. The members of the Post-Closing EHMC Board shall, during the Post-Closing Period retain the Legacy EHMC Board Members for the time periods set forth in Section 3.1.1.
- 3.10.2 During and throughout the Post-Closing Period, the Post-Closing EHMC Board shall be responsible for the local governance of EHMC in a manner similar to other similarly-situated RWJBH Affiliates, with a focus on clinical quality, medical staff relationships, community engagement and local strategy, subject to the RWJBH Reserved Powers. Commencing as of the Effective Date, RWJBH’s President and CEO, or designee shall be entitled to attend Post-Closing EHMC Board meetings in the capacity of a non-voting observer.
- 3.10.3 From the Effective Date until the sixth (6th) anniversary of the Effective Date, EHMC shall be entitled to have two (2) voting representatives (each an “**EHMC Representative**”) serve on the RWJBH Board of Trustees (the “**RWJBH Board**”) for terms of six (6) and three (3) years, respectively. The initial EHMC Representatives must have been members of the Pre-Closing EHMC Board, and shall be: (a) mutually agreed to by the Pre-Closing EHMC Board and RWJBH prior to Closing; (b) appointed for a term of six (6) and three (3) years, respectively; and (c) eligible for reappointment in accordance with the bylaws of RWJBH. All EHMC Representatives must meet the requirements of RWJBH’s policy on conflicts of interest. During and throughout the Post-Closing Period, RWJBH may remove an EHMC Representative from the RWJBH Board only for cause, and only in the same manner as other trustees on the RWJBH Board may be removed for cause. During the initial 6- and 3-year terms, respectively, replacements for, or successors to, the EHMC Representatives shall be recommended by the Post-Closing EHMC Board (with such recommendation requiring the approval of a majority of the members of the Pre-Closing EHMC Board remaining on the Post-Closing EHMC Board). Such nominations by the Post-Closing EHMC Board for replacements and successors to the EHMC Representative shall be submitted to the RWJBH Nominating and Governance Committee for consideration for nomination and presented to the RWJBH Board for approval and must be elected by a majority vote of the RWJBH Board. If such recommendations are not approved, the RWJBH Nominating and Governance Committee shall ask the Post-Closing

EHMC Board for further recommendations for review until such replacements and successors are elected by the RWJBH Board.

- 3.10.4 During the Post-Closing Period, EHMC shall be entitled to have an EHMC Representative serve as a voting member on the following RWJBH Board Committees: (a) Finance and Operations; (b) Strategic Planning/Academic Affairs; and (c) Quality. For the avoidance of doubt, the foregoing committees may be represented by a different EHMC Representative. With respect to the Quality RWJBH Board Committee only, EHMC shall be entitled to have the Chief Medical Officer of EHMC to serve in lieu of an EHMC Representative.
- 3.10.5 In connection with the Closing, pursuant to Section 5.1.1, and effective as of the Effective Date, the Pre-Closing EHMC Board and the boards or governing bodies of the other Englewood Affiliates shall amend and restate the respective governing documents of the Englewood Affiliates to incorporate the RWJBH Reserved Powers as set forth in Exhibit C.
- 3.11 Population Health. As detailed in Exhibit B, the Parties will develop a mutually agreed-upon plan to transition EHMC and the other Englewood Clinical Affiliates into RWJBH's value-based contracting efforts to facilitate the Parties' goals with respect to providing high-quality, cost-effective and coordinated care and to improving the health and well-being of the diverse communities served by the Parties in collaboration with third-party payors and other key stakeholders.
- 3.12 Branding. After the Closing, the Englewood Affiliates shall conform to RWJBH Network branding standards, and Englewood's branding shall be consistent with RWJBH's branding of similarly-situated affiliates.
- 3.13 Tax-Exempt Status and Charitable Operations. During the Post-Closing Period, RWJBH will ensure that:
 - 3.13.1 Each of the Englewood Affiliates, except as set forth in Schedule 4.1.15, are organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and including any successor thereof (the "**Code**"), continues to be organized and operated exclusively for exempt purposes as set forth in Section 501(c)(3) of the Code, including, if applicable, compliance with Section 501(r) of the Code.
 - 3.13.2 Each Englewood Clinical Affiliate will treat indigent patients and provide charity care in the service area of Englewood and will comply with all applicable Laws governing such matters. RWJBH will ensure that the Englewood Affiliates continue to provide charity care consistent with applicable Law, including, if applicable, Section 501(r) of the Code, and RWJBH's charity care policies.
- 3.14 Access to Records after Closing.
 - 3.14.1 From the Effective Date until seven (7) years after the Effective Date, or such longer period as required by applicable laws, RWJBH will keep and preserve all records transferred during the course of this Affiliation. RWJBH acknowledges that, as a

result of entering into this Agreement and operating the Englewood Affiliates, RWJBH will gain access to patient records and other information that are subject to Laws concerning confidentiality. RWJBH will comply with and will maintain all records transferred during the course of the Affiliation in accordance with all applicable Laws, and the requirements of all relevant payor contracts.

- 3.14.2 From the Effective Date until six (6) years after the Effective Date, and until sixteen (16) years after the Effective Date with respect to a Legacy Board Member, RWJBH will give reasonable cooperation to all individuals covered by D&O Insurance, Legacy Board D&O Insurance or Fiduciary Liability Insurance, and all relevant insurance carriers in respect of the defense of claims against any individual covered by D&O Insurance, Legacy Board D&O Insurance or Fiduciary Liability Insurance, including by making appropriate RWJBH employees and other personnel (including, for the avoidance of doubt, employees and personnel of any Affiliate) available for interviews, depositions, hearings, and trials and to assist in the securing and giving of evidence and in obtaining the presence and cooperation of witnesses, *provided* all are conducted in compliance with applicable Laws. In the event of any claims pending as of six (6) years after the Effective Date, or sixteen (16) years after the Effective Date with respect to a Legacy Board Member, RWJBH will continue its cooperation for as long as necessary to resolve such claims. In the case of any dispute between RWJBH or EHMC, on the one hand, and a Legacy Board Member on the other hand, RWJBH's obligations described in this Section 3.14.2 shall not apply. In addition, RWJBH's obligations under this Section 3.14.2 shall not preclude RWJBH from pursuing claims or defending against claims that materially and adversely impact RWJBH's own insurance coverage or require the waiver of any applicable privilege.
- 3.15 Subsequent Transactions. During and after Closing, if RWJBH enters into any further third-party transactions with respect to any Englewood Affiliate or all or substantially all of any of their respective assets or operations, including, without limitation, any member substitution, merger, consolidation, conversion, affiliation, or asset sale, and if such transaction occurs and is effective during a period while RWJBH is performing any covenants pursuant to this Section 3, RWJBH will ensure that it is a condition precedent to such transaction that the subsequent controlling party agrees in writing to fulfill and satisfy all covenants in this Agreement for the duration of such covenants as set forth in this Agreement, and that any subsequent controlling party is bound accordingly.
- 3.16 Indemnification of Directors and Officers. Following the Effective Date and for a period of six (6) years thereafter, RWJBH will not modify any indemnification or exculpation provision existing as of the Execution Date in favor of the directors, trustees, officers, senior executives and governing board committee members of Englewood and each Englewood Affiliate (the "**D&O Persons**") contained in any governing document of Englewood or any Englewood Affiliate (the "**D&O Indemnity Provisions**") in any manner that would adversely affect the D&O Indemnity Provision rights thereunder of individuals who, as of the Effective Date or at any time prior to the Effective Date, were D&O Persons, unless such modification is required by applicable Law (and, for the avoidance of doubt, the Parties agree that changes to the D&O Indemnity Provisions in the Englewood Organizational Documents taking effect as of the Effective Date do not represent an adverse change and have been agreed to by the Parties).

During the Post-Closing Period, the Legacy EHMC Board Members who are not seeking any such D&O Indemnity Provision rights for themselves will have sole authority to determine and control the D&O Indemnity Provision obligations of Englewood and each Englewood Affiliate with respect to any Person who was: (a) a director, trustee or officer of Englewood or any Englewood Affiliate as of the Effective Date or at any time prior to the Effective Date; (b) a senior or executive vice president of Englewood or any Englewood Affiliate as of the Execution Date or at any time prior to the Execution Date; and (c) added as a senior or executive vice president of Englewood or any Englewood Affiliate with the express approval of RWJBH between the Execution Date and the Effective Date, and who, in each case, seeks such D&O Indemnity Provision rights with respect to any claims related to the period before the Effective Date.

4. **REPRESENTATIONS AND WARRANTIES.** As a condition to entry into this Agreement, each Party represents and warrants to the other Party that as to itself and, where specified, as to the Englewood Affiliates and RWJBH Affiliates, the statements set forth in this Section 4 are true, accurate, and complete as of the Execution Date and as of the Closing (except, in the case for representation and warranties that address matters as of a particular date, in which case, as of such date).

4.1 Englewood Representations and Warranties.

4.1.1 Due Organization and Authority. Englewood is a New Jersey nonprofit corporation. Englewood and each of the Englewood Affiliates is duly organized, validly existing and in good standing under the laws of New Jersey. Each such entity has all requisite corporate or other power and authority to own, lease, and operate its properties and assets and to carry on its business and operations in all material respects as it is now being conducted. The copies of the Certificate of Incorporation, Articles of Organization, Operating Agreements and Bylaws of Englewood and each of the Englewood Affiliates, as applicable, heretofore delivered to or made available for review by RWJBH are complete and correct, and no amendments thereto are pending or contemplated, other than the amendments contemplated by Section 5.

4.1.2 Corporate Power. Englewood has full corporate power and authority to enter into and carry out the terms and provisions of this Agreement and the transactions contemplated hereby on behalf of itself and the Englewood Affiliates; all corporate proceedings with respect to the Affiliation have been duly called and conducted; and all corporate authorizations that are necessary to authorize the execution, delivery, and performance of this Agreement have been obtained (other than corporate authorizations required to adopt Englewood Organizational Documents in accordance with Section 5.1.1, which corporate authorizations will be obtained prior to Closing). This Agreement is a legal, valid, and binding obligation of Englewood, enforceable in accordance with its terms; *provided, however*, that: (a) such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws currently now or hereafter in effect relating to creditors' rights generally; and (b) the remedy of specific performance may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

- 4.1.3 Audited Financial Statements. Englewood has provided RWJBH with true and correct copies of the audited consolidated balance sheets and related statements of income and statements of cash flow for Englewood and each Englewood Affiliate for each of the three (3) most recent fiscal years for which audited financial statements are available (the most recent date being the “**Englewood Balance Sheet Date**”), including the notes thereto, together with the unaudited balance sheets and related statements of income and statements of cash flow for each fiscal quarter completed since the most recent fiscal year covered by the last audited Englewood Financial Statement. (Such audited balance sheets and related statements of income and statements of cash flow, including the notes thereto, are referred to herein as the “**Englewood Audited Financial Statements.**” Such unaudited balance sheets and related statements of income and statements of cash flow are referred to herein as the “**Englewood Interim Financial Statements**” and, collectively with the Englewood Audited Financial Statements, the “**Englewood Financial Statements**”). The Englewood Financial Statements (including any related notes and schedules): (a) were prepared from the respective books and records of Englewood and the Englewood Affiliates; (b) fairly present, in all material respects, the financial condition and results of operations and cash flows for Englewood and the Englewood Affiliates, as of the dates and for the periods indicated; and (c) were prepared in accordance with GAAP, except, in the case of the Englewood Interim Financial Statements, for the absence of footnotes and normal year-end adjustments, the effect of which would not, individually or in the aggregate, reasonably be expected to be material. Except as set forth on Schedule 4.1.3, neither Englewood nor the Englewood Affiliates have made any material changes to their accounting methods or practices since the Englewood Balance Sheet Date. The Englewood System maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) all transactions are executed in accordance with each of their respective management’s general or specific authorization; (ii) all transactions are recorded as necessary to permit the preparation of the Englewood Financial Statements in conformity with GAAP and maintain proper accountability for items; and (iii) all reserves reflected on the Englewood Financial Statements are sufficient for the purposes for which they were established. Since the Englewood Balance Sheet Date, none of Englewood or the Englewood Affiliates has received and, to Englewood’s Knowledge, there has not been, any complaint, allegation, assertion or claim regarding any of the Englewood System’s accounting or auditing practices, procedures, methodologies or methods, including any complaint, allegation, assertion or claim that the Englewood System has engaged in non-standard accounting or auditing practices that would reasonably be expected to be material.
- 4.1.4 Interim Change. Except as set forth on Schedule 4.1.4, from and after the Englewood Balance Sheet Date, there has not been: (i) any change in the financial condition, assets, Liabilities, properties or results of operations of the business of Englewood and the Englewood Affiliates that has had or could reasonably be expected to have a Material Adverse Effect on the business of Englewood and the Englewood Affiliates; (ii) any damage, destruction or loss, whether or not covered by insurance, that has had or could reasonably be expected to have, in the aggregate, a Material Adverse Effect on the business of any of Englewood and the Englewood Affiliates; (iii) any disposition by Englewood or any Englewood Affiliate of any property, rights or other

assets owned by or employed in the business of Englewood or the Englewood Affiliates except for dispositions in the usual and Ordinary Course of Business of Englewood and the Englewood Affiliates; (iv) any amendment or termination of any Englewood Material Contract; and (v) any event or condition of any character that has had or could reasonably be expected to have a Material Adverse Effect on the business of Englewood or the Englewood Affiliates.

- 4.1.5 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.1.5, neither Englewood nor any of the Englewood Affiliates has any Liabilities in excess of Five Hundred Thousand Dollars (\$500,000), except for: (a) Liabilities set forth on or reflected in the Englewood Audited Financial Statements or Englewood Interim Financial Statements; and (b) Liabilities incurred in the Ordinary Course of Business subsequent to the date of the Englewood Interim Financial Statements. During the Lookback Period, no uncured default or event of default has occurred, and no event that with the passage of time would result in a default has occurred, under any note, bond, or agreement to which Englewood or any of the Englewood Affiliates is a party relating to Indebtedness for money borrowed, any capitalized lease obligation, or an interest rate swap agreement.
- 4.1.6 Execution of Agreement. Except as disclosed on Schedule 4.1.6, neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby will: (a) violate or constitute a breach of a material provision of or cause a default of: (i) any Englewood Material Contract, indenture, mortgage, or Material Permit to which Englewood or an Englewood Affiliate is a party or is subject or by which Englewood or an Englewood Affiliate is bound; or (ii) any material judgment, decree, order, writ or injunction of any court order or requesting authority; (b) result in the acceleration or mandatory prepayment or termination of any material Indebtedness of Englewood or any Englewood Affiliate; (c) result in the creation of any material Lien, charge or encumbrance of any kind upon any asset of Englewood or any of the Englewood Affiliates; (d) require any notice, consent, waiver, or amendment to any Englewood Material Contract; (e) give rise to any severance payment, right of termination, or any other right or cause of action under any Englewood Material Contract; or (f) violate or give rise to a material default or any other right or cause of action under any law. Except for the consents, waivers, approvals, and authorizations of, and the filings, registrations, and qualifications with, Governmental Authorities set forth in Schedule 4.1.6, no material consent, waiver, approval or authorization of, or filing, registration, or qualification with, any Governmental Authority is required to be made or obtained by Englewood or an Englewood Affiliate in connection with the execution, delivery, or performance of this Agreement by Englewood.
- 4.1.7 Legal Proceedings. There is no litigation pending or, to the Knowledge of Englewood, threatened that seeks rescission of, seeks to prevent, enjoin, alter or materially delay the consummation of, or that questions the validity of, this Agreement or any of the transactions contemplated hereby. Except as set forth in Schedule 4.1.7:

4.1.7.1 Neither Englewood nor any of the Englewood Affiliates is engaged in or is a party to any action, litigation, complaint, charge, hearing, arbitration or other method of settling disputes or disagreements, or involved in any investigation or proceeding before any Governmental Authority, nor, to the Knowledge of Englewood is any such action, litigation, complaint, charge, hearing, arbitration or other method of settling disputes or disagreements, or involved in any investigation or proceeding before any Governmental Authority threatened, that is not reasonably expected as of the date hereof, together with any related claims arising out of the same set of facts, to be fully insured (subject to customary deductible and retention amounts not exceeding One Million Dollars (\$1,000,000) in the aggregate). To the Knowledge of Englewood, there is no valid basis for any such suit, claim, action, proceeding, arbitration, hearing, audit, inquiry or investigation;

4.1.7.2 Neither Englewood nor any of the Englewood Affiliates has, during the Lookback Period, received written notice of any pending judgment, decree, or order of any Governmental Authority that has been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000);

4.1.7.3 Neither Englewood nor any of the Englewood Affiliates has, during the Lookback Period, received written, or to the Knowledge of Englewood, oral notice of any action, investigation, or formal inquiry that is pending (whether or not any formal written notification or any subpoena has been issued in connection therewith) or, to the Knowledge of Englewood, threatened, against or affecting Englewood or any of the Englewood Affiliates (a) that would prevent or hinder or materially delay the consummation of the transactions contemplated by this Agreement or call into question the validity of any action taken or to be taken in connection with the transactions contemplated by this Agreement; or (b) that is not reasonably expected as of the date hereof, together with any related claims arising out of the same set of facts, to be fully insured (subject to customary deductible and retention amounts not exceeding One Million Dollars (\$1,000,000) in the aggregate); and

4.1.7.4 Except as provided by Law or as set forth in this Agreement, subject to receipt of the CHAPA court order (“**CHAPA Court Order**”), and subject to the provisions of the CHAPA Court Order, and receipt of other required Governmental Authority approvals, there are no outstanding injunctions, orders, condemnations or decrees of any Governmental Authority that (a) may have a Material Adverse Effect on the ability of any Englewood Affiliate to acquire any property or conduct its business as currently conducted, or (b) restrict the ownership, disposition or use of any Englewood System assets or the conduct of the business of the Englewood System.

4.1.8 Compliance with Laws. Except as disclosed on Schedule 4.1.8 or as otherwise disclosed in writing to RWJBH, during the Lookback Period: (a) the business and operations of Englewood and the Englewood Affiliates have been and are being conducted in material compliance with applicable Laws; (b) to the Knowledge of Englewood, no event has occurred or circumstance exists that would reasonably be expected to constitute or result in a material violation by Englewood or any Englewood

Affiliate of any applicable Law; and (c) Englewood and Englewood Affiliates have not received written notice (or, to the Knowledge of Englewood, any oral notice) from any Governmental Authority or any other Person of any violation of any Law, or other governmental authorization or approval applicable to it or to any of its properties.

4.1.9 Federal Health Care Programs and Other Reimbursement. None of Englewood, any Englewood Affiliate, or any of their respective officers, trustees, or employees (as such term is defined in 42 U.S.C. §1320a-5(b)) has, during the Lookback Period, been (a) excluded from participating in Medicare, Medicaid, or any other Federal Health Care Program; (b) debarred or suspended from participation in Medicare, Medicaid, or any other Federal Health Care Program; (c) engaged in decertification, revocation, suspension or termination proceedings as to its participation in a Federal Health Care Program or has received written notice (or, to the Knowledge of Englewood, oral notice) that its current participation in a Federal Health Care Program is subject to any contest, decertification, revocation, termination or suspension as a result of alleged violations or any noncompliance with participation requirements. Englewood and each Englewood Affiliate meets, in all material respects, the conditions for participation in each applicable Federal Health Care Program, and there are no pending or, to the Knowledge of Englewood, threatened proceedings or investigations under such Federal Health Care Program involving any of the foregoing or any Person who is an officer or director of Englewood or any Englewood Affiliate except those set forth on Schedule 4.1.9. Except as set forth on Schedule 4.1.9, all Liabilities and contractual adjustments of Englewood and each Englewood Affiliate under any third-party payor or reimbursement programs has been properly reflected and adequately reserved for in the Englewood Financial Statements. Englewood has provided RWJBH with true and complete copies of all cost reports that any Englewood Affiliate has filed with any Federal Health Care Program since December 31, 2022 with respect to any Englewood Affiliate that is required to file a cost report, as well as all material correspondence and other material documents relating to any disputes and/or settlements with any Federal Health Care Program since December 31, 2022. All such cost reports referenced above have, in all material respects, been prepared in accordance with applicable Law and are, in all material respects, complete and correct. During the Lookback Period, each of Englewood and all Englewood Affiliates have timely filed all material applicable reports, data, and other information required to be filed with Federal Health Care Programs and third-party payors. Without limiting the foregoing, to the Knowledge of Englewood any amounts received by any Englewood Affiliate for services rendered to Federal Health Care Program beneficiaries prior to the Effective Date do not materially exceed amounts rightfully owed to such Englewood Affiliate pursuant to applicable Law.

4.1.10 Health Care Fraud and Abuse Laws.

4.1.10.1 Except as set forth on Schedule 4.1.10 Englewood and each Englewood Affiliate and each of their respective employees and, to the Knowledge of Englewood, their respective independent contractors and agents, have not, during the previous six (6) years, committed a violation of applicable Laws regulating health care fraud, including but not limited to the federal Anti-Kickback Law, 42 U.S.C. § 1320a-

7b, the Stark Law, 42 U.S.C. § 1395nn, and the False Claims Act, 31 U.S.C. § 3729, et seq. and the regulations promulgated under each of these Laws, as amended from time to time and any other federal, state or local Laws that regulate kickbacks, referrals, patients or program billing, claims, documentation, medical necessity, exclusions from government health care programs, or billing and coding (collectively, the “**Health Care Fraud and Abuse Laws**”). During the previous six (6) years, neither Englewood nor any of their respective employees, any Englewood Affiliate, nor, to the Knowledge of Englewood, any of their respective trustees, officers, or agents, has received or been subject to any written, or to the Knowledge of Englewood, oral notice, charge, claim or assertion alleging any violation of any Health Care Fraud and Abuse Laws, or inquiry or investigation relating thereto. No action alleging any material violation of any Health Care Fraud and Abuse Law is currently pending or threatened against Englewood or any Englewood Affiliate or any of their respective employees, or to the Knowledge of Englewood, against any of their respective trustees, officers, and agents. Neither Englewood nor any Englewood Affiliate, nor, to the Knowledge of Englewood, any of their respective employees, trustees, officers, or agents, has settled, or agreed to settle, any actions brought by any Governmental Authority for a violation of any Health Care Fraud and Abuse Laws during the previous six (6) years.

4.1.10.2 During the previous six (6) years, neither Englewood nor any Englewood Affiliate, nor any of their respective employees, trustees, directors, limited liability company managers or officers, nor, to the Knowledge of Englewood, any independent contractor or agent of Englewood or any Englewood Affiliate, with respect to Englewood or any Englewood Affiliate: (a) has made or received any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property or services in violation of any Laws with the intent: (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, or (iii) to obtain special concessions or for special concessions already obtained, for or in respect of Englewood or any Englewood Affiliate; or (b) has established or maintained any fund or asset that has not been recorded in the books and records of Englewood or any Englewood Affiliate. All such compensation and other arrangements with actual or potential referral sources have been maintained during the previous six (6) years in material compliance with applicable Health Care Fraud and Abuse Laws.

4.1.11 Privacy and HIPAA. Except as set forth on Schedule 4.1.11, Englewood and Englewood Affiliates are and during the previous six (6) years have been in compliance in all material respects with all applicable Laws and their own rules, policies and procedures relating to privacy, data protection and the collection and use of personal information, including, without limitation, the administrative simplification provisions required under the Health Insurance Portability and Accountability Act of 1996, including the electronic data interchange regulations and the health care privacy, security and breach notification regulations, as of the applicable effective dates for such requirements (“**HIPAA**”). During the previous six (6) years, (i) no material claims, investigations, or proceedings have been asserted or, to the Knowledge of Englewood, threatened against Englewood or any of the

Englewood Affiliates alleging a violation of any Person’s privacy or personal information or data rights, and (ii) neither Englewood nor any Englewood Affiliate has experienced any “breach” of “unsecured protection health information” (as such terms are defined by HIPAA), except, in each case, as disclosed on Schedule 4.1.11.

4.1.12 Permits. Englewood and the Englewood Affiliates each possess all permits, licenses, franchises, easements, authorizations, certificates, accreditations, registrations, provider numbers, assignments, consents, rights, and privileges necessary under Laws applicable to the conduct of their business as currently conducted, including, if applicable, accreditation by The Joint Commission, or other applicable accreditation agency (collectively, the “**Permits**”). Each Permit that is material to the conduct of the operations of Englewood and each Englewood Affiliate is listed on Schedule 4.1.12, together with its expiration date, if applicable, and each such Permit is in full force and effect. Englewood has made available to RWJBH correct and complete copies of the most recent accreditation reports received from any applicable accrediting organizations and the latest reports on the operation of Englewood and the Englewood Affiliates issued by any Governmental Authority. The facilities, equipment, staffing and operation of Englewood and Englewood Affiliates materially satisfy all applicable accreditation requirements of their respective accrediting organizations, and, to the Knowledge of Englewood, a new accreditation should issue without material delay to each facility if resurveyed. Except as set forth on Schedule 4.1.12:

4.1.12.1 Neither Englewood nor any of the Englewood Affiliates has engaged in any activity during the Lookback Period that would reasonably be expected to cause the loss, limitation, restriction, revocation, or suspension of any of the Permits;

4.1.12.2 Neither Englewood nor any of the Englewood Affiliates has received written, or to the Knowledge of Englewood, oral notice of any pending action, proceeding, claim, or notification with respect to any loss, limitation, restriction, written revocation, or suspension of any of the Permits or any material uncured notice of deficiency, or, other than in the Ordinary Course of Business is subject to a plan of correction or similar action with respect to any of its Material Permits that has not been resolved, nor to the Knowledge of Englewood, has such action been threatened against Englewood or any of the Englewood Affiliates or is there any reasonable basis for any such action; and

4.1.12.3 Without limiting the generality of the foregoing, no action, proceeding, claim, or written notification with respect to any loss, limitation, restriction, revocation, or suspension of any accreditation by The Joint Commission held by EHMC is pending or, to the Knowledge of Englewood, has been commenced, and no written notification thereof (or, to the Knowledge of Englewood, oral) has been received by Englewood or EHMC.

4.1.13 Insurance. Schedule 4.1.13 sets forth an accurate, correct and complete list and summary description (including the name of the insurer, type of coverage, dates of

coverage, and named insureds) of all binders and policies of insurance (collectively, the “**Englewood Insurance**”) maintained by or for the benefit of any of Englewood and the Englewood Affiliates or in which Englewood and/or any of the Englewood Affiliates is a named insured. Englewood has delivered to RWJBH complete and correct copies of all Englewood Insurance policies, as well as applicable riders and amendments thereto. Englewood and each Englewood Affiliate has insurance contracts in full force and effect, with financially sound and reputable insurers licensed to write insurance in New Jersey or, if applicable, through its captive insurance company or a program of self-insurance, which coverage is sufficient for the operation of enterprises in businesses similar to and of the size of Englewood or the Englewood Affiliates. None of Englewood and the Englewood Affiliates has received any written or, to the Knowledge of Englewood, oral notice of any pending or asserted claims against any Englewood Insurance as to which any insurer has denied Liability. Except as set forth on Schedule 4.1.13, no notice of cancellation or nonrenewal with respect to, or material increase of premiums for, any Englewood Insurance has been received by Englewood or an Englewood Affiliate within twelve (12) months immediately preceding the Execution Date. To the Knowledge of Englewood, there has been no claim that could give rise to a notice of cancellation or nonrenewal or a material increase in premiums for any Englewood Insurance. There has been no lapse in coverage under such Englewood Insurance during the Lookback Period. Englewood and the Englewood Affiliates have complied in all material respects with the terms and provisions of such Englewood Insurance, and are not in material default, and within the Lookback Period, have not been notified of any previous material defaults, whether as to payment of premium or otherwise, under the terms of any such Englewood Insurance. Schedule 4.1.13 sets out all material claims made by Englewood or any Englewood Affiliate under any Englewood Insurance during the Lookback Period. To the Knowledge of Englewood, there is no incurrence or incident that could reasonably be expected to give rise to a claim for insurance by any part of the Englewood System under any “claims made” insurance policy that has not been reported to the primary carrier (and, if applicable, excess carrier) issuing any such policy.

- 4.1.14 Taxes. Englewood and each Englewood Affiliate has filed all federal, state and local tax returns required to be filed by it (each of which are correct and complete in all material respects) in accordance with applicable Laws and has duly paid, made provision for the payment of, or is contesting in good faith, all taxes (including any interest or penalties and amounts due to state unemployment authorities) that are due and payable to the appropriate Taxing Authorities under applicable Laws (individually, a “**Tax**,” and collectively, the “**Taxes**”). True and complete copies of all material correspondence with Taxing Authorities regarding any current Tax dispute have been delivered by Englewood to RWJBH in the Diligence Materials. Englewood and each Englewood Affiliate has withheld all Taxes required to be withheld and have paid or will pay such Taxes to the proper Taxing Authority in compliance with applicable Laws. Except as disclosed on Schedule 4.1.14, no material deficiencies for any Taxes have been proposed, asserted, or assessed, in each case in writing, against Englewood or the Englewood Affiliates that have not been paid in full or fully resolved in favor of the taxpayer. Except as disclosed on Schedule 4.1.14, neither Englewood nor any Englewood Affiliate has received written or, to the Knowledge of Englewood,

oral notice of any audit pending with any Taxing Authority with respect to any federal, state or local income or other Taxes of Englewood or any Englewood Affiliate. There are no outstanding agreements by any of Englewood or the Englewood Affiliates for the extension of time for the assessment of Taxes, except for ordinary course extensions of time to file Tax returns. Except as disclosed on Schedule 4.1.14, to the Knowledge of Englewood, there are no material Tax Liens on any of the assets of Englewood or the Englewood Affiliates, other than Liens for Taxes that are not yet due and payable.

4.1.15 Tax-Exempt Status.

4.1.15.1 Except as set forth in Schedule 4.1.15, as of the Execution Date and during the previous six (6) years, Englewood and each Englewood Affiliate is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law (“**Tax-Exempt Status**”), as set forth in a determination letter issued by the Internal Revenue Service (“**IRS**”), and no such letter has been (a) materially modified, (b) limited, or (c) revoked.

4.1.15.2 For those entities that are organizations described in Section 501(c)(3) of the Code: (a) no proceedings are pending with respect to which any such entity has been served or, to the Knowledge of Englewood, threatened, in any way contesting or adversely affecting such entity’s status as an organization described in Section 501(c)(3) of the Code or as an organization described in Sections 509(a)(1), (2), or (3) of the Code; (b) no such entity has received written or, to the Knowledge of Englewood, oral notice of any pending challenge, investigation, or inquiry that the IRS has made regarding its status as an organization described in Section 501(c)(3) of the Code or as an organization described in Section 509(a)(1), (2), or (3) of the Code; (c) no such entity has changed its respective organization or operations that could cause such entity to be treated as “private foundation” within the meaning of Section 509(a) of the Code; (d) no such entity has engaged in any “excess benefit transaction” as defined in Section 4958 of the Code or is aware of any basis for a Taxing Authority to revoke such entity’s Tax-Exempt Status; and (e) any such entity licensed as a hospital under state law is in compliance with Section 501(r) of the Code.

4.1.15.3 Except as set forth in Schedule 4.1.15, each Englewood Affiliate that has Tax-Exempt Status, as applicable, is in material compliance with all covenants required to be complied with by it under any tax-exempt financing (the “**Tax-Exempt Bond Issues**”) benefiting any of the Englewood Affiliates, as applicable. With respect to each Tax-Exempt Bond Issue, to the Knowledge of Englewood, no action has been taken or omitted to be taken by Englewood or any Englewood Affiliate that would cause such Tax-Exempt Bond Issue to be an “arbitrage bond” under Section 148(a) of the Code. Each of the Tax-Exempt Bond Issues is in compliance with the arbitrage rebate requirement of Section 148(f) of the Code. No action has been taken or omitted to be taken by Englewood or

any Englewood Affiliate that would cause any Tax-Exempt Bond Issue not to be “qualified 501(c)(3) bonds” within the meaning of Section 145 of the Code. Each of the Tax-Exempt Bond Issues satisfies all applicable requirements set forth in Sections 147 and 149 of the Code in order for interest thereon to be excluded from gross income for federal income tax purposes.

4.1.15.4 With respect to each Tax-Exempt Bond Issue, Englewood and the Englewood Affiliate, as applicable, have timely filed with the IRS all Tax returns, notices and other documents and forms necessary to be filed by such parties to qualify interest thereon for exclusion from gross income for federal income tax purposes and to maintain such exclusion.

4.1.15.5 With respect to each Tax-Exempt Bond Issue, Englewood and the applicable Englewood Affiliates have timely filed all of their required filings with the Municipal Securities Rulemaking Board and its designees.

4.1.16 Real Property; Personal Property.

4.1.16.1 Owned Real Property. Schedule 4.1.16.1 accurately identifies the Owned Real Property, including the address, fee owner of record, and tax identification number. With respect to each Owned Real Property, except as set forth in Schedule 4.1.16.1: (i) Englewood or any of the Englewood Affiliates (as the case may be) has good and marketable fee simple title to such Owned Real Property, free and clear of all Liens and encumbrances except for Permitted Liens, (ii) neither Englewood nor any of the Englewood Affiliates have leased, subleased, licensed or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; (iii) other than the right of RWJBH pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein; (iv) there are no tenants or other occupants occupying any portion of the Owned Real Property pursuant to a lease, sublease, license or occupancy agreement; and (v) neither Englewood nor any of the Englewood Affiliates are a party to any written or, to the Knowledge of Englewood, oral agreement or option to purchase any real property or interest therein.

4.1.16.2 Leased Real Property. Schedule 4.1.16.2 sets forth a list of the Leased Real Property, as of the date hereof, and a true and complete list of all Leases (including all amendments, extensions, renewals, and guaranties with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document) with annual rent exceeding Five Hundred Thousand Dollars (\$500,000) per year. Except as set forth in Schedule 4.1.16.2, with respect to each of the Leases for such Leased Real Property: (i) Englewood or an Englewood Affiliate, as applicable, has a valid leasehold, subleasehold, occupancy or license interest under which

it enjoys peaceful and undisturbed possession of, all Leased Real Property; (ii) Englewood and the Englewood Affiliates are in compliance, with the terms of all Leases with respect to any Leased Real Property in all material respects, none of Englewood or any Englewood Affiliate has received any written or, to the Knowledge of Englewood, oral notice of a default under any Lease with respect to any Leased Real Property that has not been cured, and to the Knowledge of Englewood there are no disputes with respect to any Lease; (iii) to the Knowledge of Englewood no event has occurred, nor does any circumstance exist that, after the giving of notice or the lapse of time or both, would constitute a material default or breach by Englewood or the Englewood Affiliate thereunder, and, no default exists under any such Lease by any other party thereto; (iv) to the Knowledge of Englewood no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (v) neither Englewood nor any Englewood Affiliate owes, or will owe in the future, any brokerage commissions or finder's fees with respect to such Lease; (vi) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in Englewood or any Englewood Affiliate; and (vii) neither Englewood nor any Englewood Affiliate has subleased, licensed or otherwise granted any Person the right to use or occupy such property subject to such Lease or any portion thereof.

- 4.1.16.3 Leasehold Improvements. Englewood or an Englewood Affiliate, as applicable, has good and marketable title to the Leasehold Improvements. With respect to each Leasehold Improvement, except as set forth on Schedule 4.1.16.3 (i) the Leasehold Improvements are free and clear of all Liens and encumbrances, except for the Permitted Liens, and (ii) other than the right of RWJBH pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Leasehold Improvements or any portion thereof or interest therein.
- 4.1.16.4 Real Property. Each parcel of Real Property either has direct access to or has rights of access to a public way. To the extent applicable based on the current use thereof and the activities conducted thereon, reasonably adequate water, oil, gas, electrical, steam, telecommunications, sewer, storm and wastewater systems and other utility services or systems for the Real Property are available to the Real Property and are sufficient for the operation of the Business as currently conducted thereon. Neither Englewood nor any of the Englewood Affiliates has received written notice of any loss or termination or threatened loss or termination of any material access or utility service necessary for the use of the Real Property as currently conducted. There is no condemnation, expropriation or other proceeding in eminent domain pending or, to Englewood's Knowledge, threatened during the Lookback Period, affecting any Real Property or any portion thereof or interest therein. The Real Property comprises all of the real property used or intended to be used in, or otherwise related to, the

business conducted by Englewood and the Englewood Affiliates as currently conducted. There is no construction work or labor being performed for, or in connection with, any Real Property or portion thereof, as of the date of this Agreement or during the one-hundred and eighty (180)-day period immediately preceding the date of this Agreement, other than routine maintenance and repair work. Except as would not, individually or in the aggregate, interfere in any material respect with the use or occupancy of such Real Property or any portion thereof in the operation of the business at such facility as currently conducted thereon, the Real Property, including without limitation, the mechanical systems, HVAC systems, plumbing, electrical, security, utility and sprinkler systems, are in reasonable, working condition, subject only to normal, scheduled maintenance, are reasonably sufficient for the operation thereof for its current use, and neither Englewood nor any Englewood Affiliate is aware of any material structural or other physical defect or deficiency in the condition of such Real Property.

4.1.16.5 Personal Property. Except as set forth in Schedule 4.1.16.5, Englewood and each Englewood Affiliate, as applicable, has marketable title to, or in the case of leased or licensed property, has valid leases or licenses under which it enjoys peaceful and undisturbed possession of, all of its tangible personal properties and assets, including all tangible personal properties and assets reflected in the Englewood Financial Statements (except as sold or otherwise disposed of since the date of such Englewood Financial Statements in the Ordinary Course of Business and consistent with past practice). The Englewood Financial Statements reflect the Liability of Englewood or an Englewood Affiliate, as applicable, under each lease or license for the tangible personal properties and assets and the Leased Real Property in all material respects. All such tangible personal properties and assets that are owned by Englewood or the Englewood Affiliates are free and clear of all monetary Liens. The tangible personal properties, whether owned or leased, and assets include all material properties and assets used or held for the conduct of, the business of Englewood and the Englewood Affiliates as now conducted.

4.1.17 Environmental Laws. Except for those matters set forth in Schedule 4.1.17:

4.1.17.1 Englewood and each Englewood Affiliate has been for the Lookback Period and is in material compliance with all applicable Environmental Laws.

4.1.17.2 Englewood and each Englewood Affiliate maintains all Permits as may be required pursuant to Environmental Laws for the conduct of their businesses and operation of their facilities as currently conducted and operated, all such Permits are in full force and effect, and there are no proceedings pending to revoke or adversely modify any of those Permits.

- 4.1.17.3 There is no pending action, suit, or proceeding, or action, suit, or proceeding threatened in writing against Englewood or any of the Englewood Affiliates alleging a violation of or Liability under any Environmental Laws.
- 4.1.17.4 There have been no releases of Hazardous Materials by Englewood or any Englewood Affiliate, or to Englewood's Knowledge, any other Person or entity, which in any case has resulted in or would reasonably be expected to result in any material liabilities or remediation obligations for Englewood or any Englewood Affiliate.
- 4.1.17.5 Neither Englewood nor any Englewood Affiliate has generated, treated, stored, transported, disposed of, or arranged for the transport or disposal of any Hazardous Material except in material compliance with Environmental Laws. Except for matters that have been resolved, neither Englewood nor any Englewood Affiliate has received any written notice alleging any Liability or potential Liability of Englewood or any Englewood Affiliate, or any written request for information from any Governmental Authority, relating to any shipments of any Hazardous Materials to any waste disposal location or facility.
- 4.1.17.6 Neither Englewood nor any Englewood Affiliate is a party to any contract by which it is currently obligated to indemnify any other Person with respect to Liabilities that exist as of the Closing arising under any Environmental Laws, which such Liabilities would not be Liabilities of Englewood or the Englewood Affiliate in the absence of such contract.
- 4.1.17.7 Englewood has made available to RWJBH as part of the Diligence Materials copies of all material environmental assessments, reports, audits and other material documents in its possession or under its control that relate to the environmental condition of any Owned Real Property, Leased Real Property, or compliance with Environmental Laws.
- 4.1.17.8 To the Knowledge of Englewood, there is no asbestos contained in or forming part of any building, building component, structure or office space on any Owned Real Property or Leased Real Property, and no polychlorinated biphenyls are used or stored on any Owned Real Property or Leased Real Property, in either case in material violation of Environmental Law.
- 4.1.17.9 Englewood operates no underground storage tanks and to the Knowledge of Englewood no such tanks are located under any Owned Real Property or Leased Real Property.
- 4.1.18 Labor Unions and Collective Bargaining Agreements. Except as set forth in Schedule 4.1.18, no employees of Englewood or any Englewood Affiliate are represented by collective bargaining organizations and neither Englewood nor any Englewood

Affiliate is a party to any Collective Bargaining Agreement, or other labor contract, letter of understanding or any other arrangement, formal or informal, with any labor union or organization that obligates Englewood or any Englewood Affiliate to compensate its employees at prevailing rates or union scale. Neither Englewood nor any Englewood Affiliate has, within the Lookback Period, been the subject of any petition, election or demand for recognition with respect to the unionization of any of its employees. Except as disclosed in writing to RWJBH prior to the Execution Date, during the Lookback Period there has been no, and there currently is no, labor dispute, strike or other work stoppage, unfair labor practice complaint, grievance, administrative or court proceeding or order related to union or labor proceedings or, to the Knowledge of Englewood, threatened with respect to any employees of Englewood or any Englewood Affiliate that has been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000). During the Lookback Period, Englewood and the Englewood Affiliates have not been charged with having committed any material unfair labor practice as defined in applicable Law. To the Knowledge of Englewood, there are also no facts that could reasonably be expected to give rise any material Liability as a result of any complaint, grievance or proceeding.

4.1.19 General Employment Matters.

4.1.19.1 During the Lookback Period, except as set forth in Schedule 4.1.19.1, the Englewood Affiliates and Englewood (a) have materially complied with and are currently in material compliance with, and Englewood and the Englewood Affiliates have not received any written, or to the Knowledge of Englewood, oral notice of noncompliance with, any and all applicable Laws relating to the employment of labor, including, without limitation, any provisions relating to wages, hours, employee classifications, equal employment, civil rights, pay equity and wrongful discharge, occupational safety and health, workers' compensation, unemployment insurance, immigration, affirmative action, and the payment and withholding of social security and other Taxes and all notice and other requirements under the WARN Act that has been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000); (b) are and have been in material compliance with all applicable Laws, agreements and contracts relating to independent contractors, temporary agency employees and leased employees and to "exempt" and "non-exempt" employees; (c) have timely prepared and, if applicable, filed all material and appropriate forms (including Immigration and Naturalization Service Form I-9) required by any relevant Law or Governmental Authority and (d) have not been a party to any claim, action, arbitration, audit, hearing, investigation, complaint, charges, litigation or suit or governmental inquiry alleging a violation of any Law with an estimated Liability exceeding One Million Dollars (\$1,000,000) pertaining to labor or employment, nor is any such claim, action, arbitration, audit, hearing, investigation, complaint, charge, litigation, suit or governmental inquiry pending or, to the Knowledge of the Englewood threatened that has

been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000). In the twenty-four (24) months prior to the date hereof, Englewood and the Englewood Affiliates have not (i) effectuated a “plant closing” (as defined in the WARN Act), (ii) effectuated a “mass layoff” (as defined in the WARN Act), or (iii) undertaken any other similar action requiring notice.

- 4.1.19.2 Englewood and the Englewood Affiliates have withheld all amounts required by Law or agreement to be withheld from the wages or salaries of employees of Englewood and the Englewood Affiliates, and Englewood and the Englewood Affiliates are not liable for any material arrears of any Tax or penalties for failure to comply with the foregoing. Except as set forth in Schedule 4.1.19.2, there is no pending or, to the Knowledge of Englewood, threatened suit, arbitration, audit, hearing, investigation, complaint, charge, litigation, or governmental inquiry, action, investigation or claim with an estimated Liability exceeding One Million Dollars (\$1,000,000) (except claims for benefits payable in the normal operation of Plans) between Englewood or an Englewood Affiliate and any of their present or former employees (or a union or other Person purporting to represent any present or former employees) that has been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000). To the Knowledge of Englewood, there are also no facts that could reasonably be expected to give rise to any material Liability as a result of any such suit, action, arbitration, audit, hearing, investigation, complaint, charge, litigation, or governmental inquiry, investigation or claim.
- 4.1.19.3 Except as set forth on Schedule 4.1.19.3, to Englewood’s Knowledge, during the Lookback Period, there have not been any discrimination claims, show cause notices, conciliation proceedings, sanctions or debarment proceedings, or material investigations that are pending or threatened with or by any federal agency or state agency or other Governmental Authority against Englewood or the Englewood Affiliates with an estimated Liability exceeding One Million Dollars (\$1,000,000) including, without limitation, the Equal Employment Opportunity Commission, the federal Department of Labor, or the New Jersey Division on Civil Rights that has been issued against it and that imposes, or would reasonably be anticipated to result in, a loss greater than One Million Dollars (\$1,000,000).
- 4.1.19.4 To the Knowledge of Englewood, no employee or former employee of Englewood or any of the Englewood Affiliates is in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (a) to Englewood or any of the Englewood Affiliates; or (b) to a former employer of any such employee relating to: (i) the right of any such employee to be employed by Englewood or any of the Englewood Affiliates; or (ii) the knowledge or

use of trade secrets or proprietary information in connection with his or her employment with Englewood or any of the Englewood Affiliates, except for violations the effect of which would not reasonably be expected to be material.

4.1.19.5 Englewood and the Englewood Affiliates are not liable for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations required under applicable Law for any current or former independent contractors or employees (other than routine payments to be made in the normal course of business and consistent with past practice).

4.1.20 Employee Benefit Matters. Each “employee benefit plan” as defined in ERISA Section 3(3) (whether or not subject to ERISA) and each other, welfare, pension, profit-sharing, savings, deferred compensation, bonus, incentive, equity-based, severance, salary continuation, retention, change in control, paid time off, disability, insurance, fringe benefit, flexible benefit, excess or supplement benefit or other material benefit plan, program, policy, agreement, or arrangement that Englewood or any Englewood Affiliate sponsors, maintains, or contributes to for the benefit of its current or former employees, independent contractors, consultants or directors and their beneficiaries or with respect to which Englewood or any Englewood Affiliate may have any Liabilities (each, a “**Plan**” and collectively, the “**Plans**”) is set forth on Schedule 4.1.20. The Diligence Materials contain all Plan documents, including any and all amendments thereto, and, to the extent applicable, with respect to each Plan (a) all related trust agreements, funding arrangements and insurance contracts, (b) all administrative services and investment management agreements, (c) the three most recent annual reports (Form 5500), together with all schedules, filed with the U.S. Department of Labor, (d) the most recent financial statements, (e) the most recent determination letter or sponsor opinion letter issued by the IRS for each Plan that is intended to be “qualified” under Section 401(a) or 403(b) of the Code, (f) the most recent summary plan description and any summary of material modifications, (g) the most recent actuarial report, valuation, study or estimate of benefit obligations, and (h) the most recent summary annual report. Neither Englewood nor any Englewood Affiliate has made any commitment to create any new Plan or to materially modify any existing Plan.

4.1.20.1 Multiemployer Plans. None of Englewood, any Englewood Affiliate or any of their ERISA Affiliates maintains, contributes to, or has any obligation under, and, during the Lookback Period, none of them has maintained, contributed to, or been required to contribute to any “**Multiemployer Plan**” within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA.

4.1.20.2 Plan Qualification and Compliance. Each Plan that is intended to be qualified under Section 401(a) or Section 403(b) of the Code has received a favorable determination letter (or is stated on a document that is entitled

to rely on a favorable opinion letter) from the IRS. No such determination or opinion letter has been revoked nor, to Englewood's Knowledge, has any such revocation been threatened, and to Englewood's Knowledge no material circumstance exists that could result in the loss of such qualified status under Section 401(a) or Section 403(b) of the Code. Each Plan, including any associated trust or fund, has at all times been operated and administered in material compliance with its terms and in all material respects with all applicable Laws, including, without limitation, the Code and ERISA. All contributions and other payments required by or due under each Plan, and all benefits accrued under any unfunded Plan have been paid, accrued or otherwise adequately reserved on the Englewood Financial Statements.

- 4.1.20.3 Defined Benefit Pension Plans. None of Englewood, any Englewood Affiliate or any of their ERISA Affiliates have during the Lookback Period, sponsored, maintained, contributed to, been required to contribute to, or had any Liabilities with respect to, any Plan subject to Section 302 or Title IV of ERISA or Section 412 of the Code.
- 4.1.20.4 Claims. There is no pending or threatened action relating to a Plan, other than routine claims in the Ordinary Course of Business for benefits provided by the Plans. Except as set forth on Schedule 4.1.20.4, no Plan is, or within the Lookback Period has been, the subject of a non-routine examination or audit by a Governmental Authority or the subject of an application or filing under, or otherwise participated in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.
- 4.1.20.5 Retiree Benefits. Except as required under Section 601 et seq. of ERISA or as set forth on Schedule 4.1.20.5, Englewood and the Englewood Affiliates have no Plan providing health or welfare benefits or life insurance benefits or coverage with respect to current or former employees, independent contractors, consultants or directors or their beneficiaries following retirement or other termination of employment or service.
- 4.1.20.6 Severance. Except as set forth on Schedule 4.1.20.6, the transactions contemplated by this Agreement (either alone or upon the occurrence of any additional or subsequent events) will not result in any payment or increase of severance, retention, change in control or other compensation to, or acceleration in the timing or vesting of or increase in benefits under any Plan for the benefit of, any current or former employee, independent contractor, consultant or director of Englewood or any of the Englewood Affiliates. Neither Englewood nor the Englewood Affiliates have any obligation to "gross-up", compensate, reimburse, "make-whole", or otherwise indemnify any individual for the imposition any taxes under Section 409A or 4999 of the Code.

- 4.1.20.7 Penalties. Except as set forth on Schedule 4.1.20.7, Englewood and the Englewood Affiliates have at all times complied in all material respects with all provisions of the Patient Protection and Affordable Care Act, to the extent applicable, including the employer shared responsibility provisions relating to the offer of “affordable” health coverage that provides “minimum essential coverage” to “full-time” employees (as those terms are defined in Section 4980H of the Code and related regulations) and neither Englewood nor any Englewood Affiliate has incurred or could reasonably be expected to incur, nor have any of them engaged during the Lookback Period in any transaction that could subject any of them to, any tax or penalty imposed by any of Sections 4975, 4976, 4980B, 4980D, or 4980H of the Code.
- 4.1.20.8 Plan Termination. Except as set forth on Schedule 4.1.20.8, each Plan can be amended, terminated or otherwise discontinued without material Liability (other than ordinary administration expenses and accrued benefits provided thereunder).
- 4.1.20.9 280G. Except as set forth in Schedule 4.1.20.9, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will result in the payment of any amount that would be subject to Section 4999 of the Code or not be deductible under Section 280G of the Code.
- 4.1.20.10 Minimum Required Contributions. During the Lookback Period, all minimum required contributions required to be made under Section 412 and 430 of the Code and Section 302 and 303 of ERISA and premium payments required to be made under Section 4007 of ERISA, in each case on or prior to the Effective Date and solely with respect to any Plan that is a single employer defined benefit pension plan as defined under 29 U.S.C. Sections 1002(2) and (41), have been timely made.
- 4.1.20.11 No Lump Sum Payments. Except as set forth on Schedule 4.1.20.11, during the Lookback Period, no written commitment, or, to the Knowledge of Englewood, oral commitment, has been made to purchase or pay out any lump sums and/or annuities in connection with any Plan that is a single employer defined benefit pension plan as defined under 29 U.S.C. Sections 1002(2) and (41).
- 4.1.20.12 Material Civil or Tax Penalties. During the Lookback Period, neither Englewood nor any Englewood Affiliate, nor any Plan, nor any trust created thereunder for which Englewood or any Englewood Affiliate serves as the sole trustee, nor Englewood or any Englewood Affiliate serving as the sole trustee or “administrator,” as defined in Section 3(16)A of ERISA, has engaged in a transaction in connection with which Englewood nor any Englewood Affiliate, any Plan, any such trust, or any such trustee or administrator thereof would be subject to either a material

civil penalty assessed pursuant to Sections 409 or 502(i) of ERISA or a material tax imposed pursuant to Sections 4975 or 4976 of the Code.

4.1.21 Medical Staff. In the Diligence Materials, Englewood has provided to RWJBH a true, correct and complete copy of the Bylaws of the Medical Staff of EHMC (the “**Medical Staff**”) and a list of all material adverse actions taken against members of the Medical Staff during the Lookback Period. Except as set forth in a writing specifically referencing this Section 4.1.21 delivered by Englewood to RWJBH or as set forth on Schedule 4.1.21, there are no pending or, to the Knowledge of Englewood, threatened material disputes with adverse actions taken or investigations of members, or applicants, of the Medical Staff during the Lookback Period. Unless otherwise disclosed in a writing specifically referencing this Section 4.1.21 by Englewood to RWJBH, all appeal periods, if any, with respect to any member of or applicant for the Medical Staff against whom a material adverse action has been taken have expired. Except as set forth on Schedule 4.1.21, during the Lookback Period, no member of the Medical Staff has resigned while under investigation or had their privileges revoked or suspended (other than administrative suspensions, *e.g.*, for failure to timely complete medical records).

4.1.22 CARES Act Matters.

4.1.22.1 Provider Relief Funds. Englewood and the Englewood Affiliates, as applicable, have received Provider Relief Funds in the amounts and on the dates set forth on Disclosure Schedule 4.1.22.1. Englewood and the Englewood Affiliates, as applicable, have timely submitted the requisite certifications to the U.S. Department of Health and Human Services (“**HHS**”) to retain and utilize the Provider Relief Funds (the “**Certification Statements**”). All information contained in the Certification Statements and otherwise furnished to HHS or its contractor, in connection with the application for any such Provider Relief Funds are true, correct and complete in all material respects. Each of Englewood and the Englewood Affiliates, as applicable, that has received Provider Relief Funds has complied in all material respects with all terms and conditions issued by HHS that are applicable to the Provider Relief Funds and all provisions of Division B - Emergency Appropriations for Coronavirus Health Response and Agency Operations of the CARES Act.

4.1.22.2 Each of Englewood and the Englewood Affiliates, as applicable, has utilized (or anticipates being able to utilize in the future) the Provider Relief Funds in compliance in all material respects with applicable law, including the terms and conditions issued by HHS that are applicable to Provider Relief Funds (as clarified in the HHS Reporting Policy published on October 22, 2020 and subsequent guidance) the Coronavirus Aid, Relief and Economic Security Act of 2020, as amended (the “**CARES Act**”), and Division B of the CARES Act. Neither Englewood nor any Englewood Affiliate is subject to any audit, inquiry or investigation by any

Governmental Authority related to the CARES Act, including related to any Provider Relief Funds.

- 4.1.22.3 Each of Englewood and the Englewood Affiliates, as applicable, has received Accelerated and Advance Payment Program Funds (“**AAPP Funds**”) in the amounts and on the dates set forth on Disclosure Schedule 4.1.22.3. Each of Englewood and the Englewood Affiliates, as applicable, has timely submitted the required documentation to receive and utilize the AAPP Funds. All information contained in such documents and all statements and certifications made in connection therewith are true, correct and complete in all material respects. Each of Englewood and the Englewood Affiliates, as applicable, has utilized the AAPP Funds in compliance with applicable Law, including the CARES Act.
- 4.1.22.4 Neither Englewood nor any Englewood Affiliate has applied for or received any customized waiver of any applicable Law from any Governmental Authority pursuant to the public health emergency declared by the Secretary of HHS on January 27, 2020 with respect to COVID-19, and Englewood and each Englewood Affiliate operated in conformance in all material respects with any applicable blanket state or federal waivers issued by any Governmental Authority pursuant to the public health emergency declared by the Secretary of HHS on January 27, 2020 with respect to COVID-19.
- 4.1.22.5 Neither Englewood nor any Englewood Affiliate has applied for, or received any funds, pursuant to the Paycheck Protection Program and Health Enhancement Act, H.R. 266, 116th Congress (2020), and the programs, rules and regulations promulgated thereunder.
- 4.1.23 Englewood Material Contracts. Neither Englewood nor any of the Englewood Affiliates are in material breach or default under any material term or provision of any Englewood Material Contract to which it is a party or by which it is bound, nor, to the Knowledge of Englewood, is any other party thereto in material breach or default under any material term or provision thereunder, and, to the Knowledge of Englewood, no event has occurred that with the passage of time or the giving of notice will result in a material breach or default thereof. Assuming the consents set forth in Schedule 4.1.6 are obtained, to the Knowledge of Englewood, none of the transactions contemplated by this Agreement creates in any party to any such Englewood Material Contract the right to revise the terms of, to terminate, to accelerate any obligation, or otherwise to declare that such Englewood Material Contract has been breached. Subject to applicable Law, Englewood has delivered in the Diligence Materials true and complete copies of all Englewood Material Contracts, and all such Englewood Material Contracts are in full force and effect and are valid and enforceable obligations of Englewood or an Englewood Affiliate except as enforceability may be limited by bankruptcy, insolvency, or other Laws of general application affecting the enforcement of creditors’ rights and by general equitable principles. Neither Englewood nor any Englewood Affiliate has given to or, to the Knowledge of

Englewood, received from any other Person, any written notice or other communication regarding any actual or potential violation or breach of, default under, termination of or refusal to renew any Englewood Material Contract. The term “**Englewood Material Contracts**” shall mean any of the following agreements, as listed on Schedule 4.1.23, to which Englewood or an Englewood Affiliate is a party or by which any of their respective properties is bound and which is executory in whole or in part, and all applicable amendments, supplements and modifications thereto:

- 4.1.23.1 The organizational documents (including the limited liability company agreement or partnership agreement, as applicable) of each Englewood Joint Venture and any other partnership or joint venture agreements for which there is no separate legal entity created;
- 4.1.23.2 Each guarantee by Englewood or any Englewood Affiliate of the Indebtedness or obligations of any third party (other than Englewood or an Englewood Affiliate) having an original principal amount in excess of One Hundred and Fifty Thousand Dollars (\$150,000);
- 4.1.23.3 Each instrument, Contract or other obligation evidencing Indebtedness of Englewood or any Englewood Affiliate having an original principal amount in excess of Three Hundred and Fifty Thousand Dollars (\$350,000);
- 4.1.23.4 Each Lease requiring payments thereunder in excess of Five Hundred Thousand Dollars (\$500,000) in any twelve (12)-month period and that is not cancellable on ninety (90) days’ or less notice;
- 4.1.23.5 Each Contract with a physician, physician organization or any source or recipient of patient referrals, including allied health professionals or other professional personnel, corporations or partnerships comprised of or owned by them or the relatives of any of them, including, without limitation, all employment agreements; arrangements for the lease, sublease or license of space; Contracts to provide administrative or professional services; recruitment, retention, relocation or income guarantee agreements; loans and guarantees; and acquisitions of private professional practices or their assets;
- 4.1.23.6 Each Contract or commitment (other than those between or among Englewood or any Englewood Affiliate) providing for payments based in any manner on the revenues or profits of Englewood or any Englewood Affiliate;
- 4.1.23.7 Each Contract for the acquisition, lease or provision of services, or of any supplies, equipment, inventory, fixtures, or other personal property, in each case requiring payments thereunder in excess of Three Hundred and Fifty Thousand Dollars (\$350,000) in any twelve (12)-month period and that is not cancellable on ninety (90) days’ or less notice;

- 4.1.23.8 Each payor Contract and each Contract with a health maintenance organization, preferred provider organization, accountable care organization, or other alternative delivery system that accounts for ten percent (10%) or more of total patient revenue;
- 4.1.23.9 Each employment Contract with individual employees that is not otherwise referenced in Section 4.1.23.5;
- 4.1.23.10 Each Contract with municipalities or other government unit or instrumentality, in each case requiring payments or resulting in the receipt of payments of more than Three Hundred and Fifty Thousand Dollars (\$350,000) in any twelve (12)-month period;
- 4.1.23.11 Each Contract (a) that is an Intellectual Property licensing agreement but excluding any Contract (i) for commercially available off-the-shelf software with an annual fee of less than Two Hundred Fifty Thousand Dollars (\$250,000), (ii) that is a non-disclosure Contract, customer Contract or routine service provider, supplier or vendor Contract, in each case, entered into in the Ordinary Course of Business, and (iii) in which the license of Intellectual Property is ancillary to the purpose of the Contract, (b) under which any Person (other than an employee of Englewood or any Englewood Affiliate) has developed Englewood Intellectual Property for Englewood or any Englewood Affiliate that is used in and material to the business or operations of Englewood or any Englewood Affiliate as currently conducted, and (c) entered into to settle or resolve any intellectual property-related dispute or litigation, including settlement agreements, coexistence agreements, covenant not to sue agreements, and consent to use agreements;
- 4.1.23.12 Each Collective Bargaining Agreement to or with any labor unions, labor organizations, or other employee representatives or groups of employees;
- 4.1.23.13 each Contract that contains a non-competition or other restrictive covenant that precludes Englewood or any Englewood Affiliate from operating in any line of business or in any geographic location;
- 4.1.23.14 other than this Agreement, each Contract for the acquisition or disposition of any of the Englewood System's material assets;
- 4.1.23.15 each indemnification agreement or other Contract containing indemnification obligations entered into by Englewood or any Englewood Affiliate during the Lookback Period to the extent that Englewood or any Englewood Affiliate is currently making indemnity payments thereunder;
- 4.1.23.16 each academic or clinical affiliation or alliance Contract;
- 4.1.23.17 each material Contract regarding clinical research initiatives or activities;

- 4.1.23.18 each Contract relating to a grant, award or commitment that obligates Englewood or any Englewood Affiliate to pay Five Hundred Thousand Dollars (\$500,000) or more in any twelve-month period or entitles any Englewood or any Englewood Affiliate to receive One Million Dollars (\$1,000,000) or more in any twelve-month period;
- 4.1.23.19 each Contract, not described above, that (a) is with a third party and involves the receipt or payment of more than Five Hundred Thousand Dollars (\$500,000) and that is not cancellable on ninety (90) days' or less notice or (b) is with an Affiliate or is a Related Party Transaction; and
- 4.1.23.20 each Contract that is not in writing that (x) is with a third party (other than a health care provider in a position to refer patients to an Englewood Affiliate that provides health care services) and involves a payment or commitment to pay or to give or receive anything of value of more than Two Hundred and Fifty Thousand Dollars (\$250,000); or (y) is with an Affiliate or is a Related Party Transaction or (z) is with a health care provider in a position to refer patients to an Englewood Affiliate that provides health care services other than referral arrangements that comply with applicable Laws and that do not involve any payment of monies by either party to the other party.
- 4.1.24 Intellectual Property; Computer Software. Schedule 4.1.24 contains a complete and accurate list of all material Englewood Intellectual Property as of the date hereof that are: (a) issued patents and pending patent applications, (b) registered trademarks and pending applications for registration of trademarks, (c) registered copyrights and pending applications for registration of copyrights, (d) registered domain names, and (e) material unregistered trademarks. Except as disclosed on Schedule 4.1.24, the Englewood Intellectual Property does not include any proprietary software or other custom software developed by or for Englewood or the Englewood Affiliates. The Englewood Intellectual Property and the Intellectual Property licensed or used by Englewood or the Englewood Affiliates is sufficient in all material respects for the operation of the business of the Englewood System as currently conducted as of the Closing, and except as would not be material to Englewood or the Englewood Affiliates will be owned or available for use, respectively, by Englewood and the Englewood Affiliates immediately after the Closing on substantially similar terms and conditions as owned or available for use prior to Closing. Neither the business nor operations of the Englewood System, nor any activity by Englewood or the Englewood Affiliates, currently infringes, misappropriates, or violates (or during the Lookback Period has infringed, misappropriated, or violated) any Intellectual Property of any other Person. No proceedings are pending or, to the Knowledge of Englewood, threatened in writing that challenge the validity of the ownership by Englewood or the Englewood Affiliates of the Englewood Intellectual Property. To the Knowledge of Englewood, no other Person is currently infringing, misappropriating or otherwise violating (or during the Lookback Period has infringed, misappropriated, or violated) the Englewood Intellectual Property in any material respect. Englewood and each of the Englewood Affiliates owns or possesses adequate licenses or other rights to use all

Intellectual Property that is used in and material to the business and operations of Englewood and the Englewood Affiliates as currently conducted. No current or former employee, independent contractor, or consultant has any ownership claim, right or interest in or to any material Englewood Intellectual Property. Each current and former employee and contractor of Englewood and each of the Englewood Affiliates who has contributed to the creation or development of any material Englewood Intellectual Property has transferred all of their rights to such Intellectual Property to Englewood or the Englewood Affiliates or ownership of such rights has vested in Englewood or one of the Englewood Affiliates by operation of law. To the Knowledge of Englewood, none of the Englewood Intellectual Property was developed by or on behalf of, or using facilities, funding, grants or any other subsidies of, any Governmental Authority or any university or college. Englewood and each of the Englewood Affiliates has taken commercially reasonable steps designed to protect and preserve the confidentiality of all trade secrets and proprietary know-how, databases, customer lists, and processes, included in the Englewood Intellectual Property. All disclosure of material trade secrets or proprietary and confidential information included in the Englewood Intellectual Property by Englewood or any Englewood Affiliate to any third party has been pursuant to the terms of a written agreement between such third party and Englewood or an Englewood Affiliate containing confidentiality obligations or to a third party who is otherwise bound by obligations of confidentiality, and Englewood has complied in all material respects with all of its confidentiality obligations under each Contract to which it is a party.

- 4.1.25 Experimental or Research Procedures. During the Lookback Period, neither Englewood nor the Englewood Affiliates has performed or permitted the performance of any experimental or research procedures or studies involving patients at Englewood or any of the applicable Englewood Affiliates that were not authorized and conducted in accordance with the procedures of a qualified institutional review board. During the Lookback Period, no clinical trial conducted at the Englewood Affiliates' facilities and/or in which any Englewood Affiliates participates has been subject to suspension or termination (other than by the sponsor of the trial due to reasons unrelated to the applicable Englewood Affiliate's or Englewood Affiliate facility's performance of its obligations) due to patient safety concerns, non-compliance with the applicable study agreement or applicable Law. During the Lookback Period, none of the Englewood Affiliates, nor to Knowledge of Englewood, any investigator involved in a clinical trial at the Englewood Affiliate facilities, has received any correspondence or written communication relating to the applicable Englewood Affiliate's or Englewood Affiliate facility's conduct from any trial sponsor, contract research organization, institutional review board, Governmental Authority or accreditation body, including without limitation the New Jersey Department of Health, the Food and Drug Administration or the HHS Office for Human Research Protections, alleging that such conduct involved patient safety breaches, billing issues associated with care provided to clinical trial subjects, obligations to register and report results of clinical trials, research misconduct, notice of pending debarment or disqualification, or other non-compliance with the applicable study agreement or applicable Law.

4.1.26 Compliance Program.

- 4.1.26.1 Englewood has made available to RWJBH in the Diligence Materials a copy of Englewood's current Compliance Program materials. Each Englewood Affiliate has established and maintains a Compliance Program that is in material compliance with all applicable Laws of the Governmental Authorities having jurisdiction over its business and operations. Each Englewood Affiliate has designated a compliance officer. Each Englewood Affiliate has established and maintains policies and procedures, including without limitation conflict of interest and related policies, for the review of all compensation arrangements and other arrangements that could involve the referral of patients with other Persons, including but not limited to its officers, directors or trustees, physicians, executives, their immediate family members, their professional practice entities and other referral sources, that are reasonably designed to maintain compliance with: (a) all applicable Laws, including but not limited to Health Care Regulatory Laws and the intermediate sanction provisions of the Code and regulations promulgated pursuant thereto; and (b) their internal policies, including but not limited to any applicable conflicts of interest policy.
- 4.1.26.2 Englewood and the Englewood Affiliates have a program in place to determine prior to employment or engagement (as applicable) and thereafter on a regular basis whether any of its clinical staff, employees, vendors, or contractors is: (a) excluded from participating in any Federal Health Care Program or other applicable federal or state procurement or non-procurement program; (b) debarred or suspended by a Governmental Authority from any federal or New Jersey, New York, Pennsylvania, or Connecticut procurement program or any other state procurement program where Englewood or the Englewood Affiliates do business; or (c) listed as a debarred employee, vendor or contractor in the General Services Administration database. Englewood and the Englewood Affiliates have a program in place to determine prior to employment or engagement (as applicable) if an employee or contractor has been convicted of a crime.
- 4.1.26.3 Except as set forth on Schedule 4.1.26.3, Englewood, the Englewood Affiliates, their respective officers (in their official capacity) and senior management (in their official capacity): (a) are not currently a party to a corporate integrity agreement with the Office of Inspector General of the U.S. Department of Health and Human Services or any deferred prosecution agreement, monitoring agreement, consent decree, settlement agreement, plan of correction, or similar agreement imposed by any Governmental Authority or third-party payor; (b) have no current reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority; (c) have not during the Lookback Period been the subject of any Federal Health Care Program investigation conducted by any Governmental Authority; (d) have not during the Lookback Period

been a defendant in any *qui tam*/False Claims Act litigation; (e) to the extent not addressed in subparagraph (c) immediately above, have not during the Lookback Period been served with or received any search warrant, subpoena, or civil investigative demand, by or from any Governmental Authority in respect of any violation or alleged violation of any Federal Health Care Program requirements, Health Care Fraud and Abuse Laws, or Health Care Regulatory Laws; (f) have not during the Lookback Period received any written notice (or, to the Knowledge of Englewood, any other communication) from any Governmental Authority or any written or, to the Knowledge of Englewood, oral complaints from employees, independent contractors, vendors, physicians, or any other Persons that assert that Englewood or any Englewood Affiliate has materially violated the requirements of any Federal Health Care Program, Health Care Fraud and Abuse Laws, or Health Care Regulatory Laws; and (g) is not currently conducting any material pending internal investigation that could reasonably be expected to lead to a material fine, penalty, corrective action plan, remediation plan, exclusion or other material sanction by, or a material self-disclosure to, any Governmental Authority regarding any alleged violation of any applicable Law or Federal Health Care Program or third-party payor requirement by Englewood or any Englewood Affiliate.

4.1.26.4 For purposes of this Agreement, the term “**Compliance Program**” refers to provider programs of the type described in the compliance guidance published by the Office of Inspector General of the U.S. Department of Health and Human Services.

4.1.27 Debt. Schedule 4.1.27 sets forth all the long-term Indebtedness of Englewood and/or the Englewood Affiliates in an amount exceeding Two Hundred Fifty Thousand Dollars (\$250,000) (the “**Englewood Debt**”). To the Knowledge of Englewood, neither Englewood nor the Englewood Affiliates have taken any action, or omitted to take any action, that would cause Englewood or any Englewood Affiliate to be in default of any obligations with respect to the Englewood Debt.

4.1.28 Englewood Subsidiaries and Joint Ventures. Schedule 4.1.28 contains a complete and accurate list of all entities in which (a) Englewood or one or more Englewood Affiliate is a member or equity holder, holding less than all of the outstanding membership or equity interests in such entity (each an “**Englewood Joint Venture**” and collectively, the “**Englewood Joint Ventures**”) or (b) Englewood or one or more Englewood Affiliates holds all of the membership or equity interests of such entity (each, an “**Englewood Subsidiary**” and collectively, the “**Englewood Subsidiaries**” and, together with the Englewood Joint Ventures, the “**Englewood Entities**”). Neither Englewood nor any Englewood Affiliate holds a material profits interest in any entity or a contractual right to receive a portion of the revenues or profits of any other entity. Except as disclosed on Schedule 4.1.28, neither Englewood nor any of the Englewood Affiliates is a shareholder, partner, or member of any corporation, partnership or other entity.

- 4.1.28.1 Each Englewood Entity: (a) if it is a for-profit or nonprofit corporation, is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business if not incorporated therein; (b) if it is a limited liability company, is duly organized, validly existing and, if applicable, in good standing under the laws of the state of its organization and is duly qualified and, if applicable, in good standing as a foreign limited liability company in the jurisdiction of its principal place of business if not organized therein; and (c) if it is a partnership, trust or other entity, is duly formed, validly existing and, if applicable, in good standing in the jurisdiction of its principal place of business if not formed therein.
- 4.1.28.2 Each Englewood Entity has full corporate, limited liability company, partnership, trust or other applicable power and authority necessary to carry on the businesses in which it is engaged and in which it presently proposes to engage, and to own and use the properties owned and used by it, in each case, in all material respects.
- 4.1.28.3 Englewood has delivered to RWJBH in the Diligence Materials accurate and complete copies, as applicable, of the articles of incorporation, certificate of formation, charter, bylaws, operating agreement, partnership agreement, or shareholders or membership agreement or other applicable Contract, as applicable, and as amended to date, of each Englewood Entity.
- 4.1.29 Related Party Transactions. Except as set forth in Schedule 4.1.29, to the Knowledge of Englewood, no trustee, officer or employee of Englewood or any Englewood Affiliate (nor, any immediate family member of any such trustee, officer or employee) (a) owns, directly or indirectly, any interest in, or controls or is an officer, trustee, employee or consultant of, any Person that (i) is a competitor, supplier, service provider, distributor, landlord, tenant or customer of, or lender to or borrower from, Englewood or any Englewood Affiliate, or (ii) otherwise has a business arrangement or other relationship with Englewood or any Englewood Affiliate; (b) owns, directly or indirectly, in whole or in part, any tangible or intangible property that is used in the conduct of the business of the Englewood System; or (c) owes or has loaned or advanced any amount to Englewood or any Englewood Affiliate (each such arrangement, a “**Related Party Transaction**”).
- 4.1.30 Relationships with Pharmaceutical and Medical Device Manufacturers, Vendors and Suppliers. Englewood and each Englewood Affiliate is in material compliance with its applicable policies and procedures and applicable Law regarding interactions with pharmaceutical manufacturers, medical device manufacturers, equipment and supply vendors, including without limitation, those relating to conflicts of interest, product samples, transfers of value and remuneration arrangements, and any federal or New Jersey reporting requirements.

- 4.1.31 Brokers and Finders. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Englewood.
- 4.1.32 Survival. None of the representations and warranties contained in this Section 4.1 shall survive the Closing.
- 4.2 RWJBH Representations and Warranties.
- 4.2.1 Due Organization and Authority. RWJBH is a non-profit corporation duly organized, validly existing and in good standing under the laws of New Jersey. RWJBH has all requisite corporate or other power and authority to own, lease, and operate its properties and assets and to carry on its business and operations in all material respects as it is now being conducted. The copies of the RWJBH Organizational Documents heretofore delivered to or made available for review by Englewood are complete and correct, and no amendments thereto are pending or contemplated, other than the amendments contemplated by Section 5.
- 4.2.2 Corporate Power. RWJBH has full corporate power and authority to enter into and carry out the terms and provisions of this Agreement and the transactions contemplated hereby on behalf of itself and the RWJBH Affiliates; all corporate proceedings with respect to the Affiliation have been duly called and conducted; and all corporate authorizations that are necessary to authorize the execution, delivery, and performance of this Agreement have been obtained. This Agreement is a legal, valid, and binding obligation of RWJBH, enforceable in accordance with its terms; *provided, however*, that: (a) such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws currently now or hereafter in effect relating to creditors' rights generally; and (b) the remedy of specific performance may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
- 4.2.3 Sufficient Resources. RWJBH has, and anticipates and projects that it will at all necessary times have, sufficient capital, funds, and resources to permit the consummation of the Affiliation as described herein and to perform each of its commitments set forth herein.
- 4.2.4 Audited Financial Statements. RWJBH has provided Englewood with true and correct copies of the audited consolidated balance sheets and related statements of income and statements of cash flow for RWJBH for each of the three (3) most recent fiscal years for which audited financial statements are available (the most recent date being the "**RWJBH Balance Sheet Date**"), including the notes thereto, together with the unaudited balance sheets and related statements of income and statements of cash flow for each fiscal quarter completed since the most recent fiscal year covered by the last audited RWJBH Financial Statement. (Such audited balance sheets and related statements of income and statements of cash flow, including the notes thereto, are referred to herein as the "**RWJBH Audited Financial Statements**." Such unaudited

balance sheets and related statements of income and statements of cash flow are referred to herein as the “**RWJBH Interim Financial Statements**” and, collectively with the RWJBH Audited Financial Statements, the “**RWJBH Financial Statements**”). The RWJBH Financial Statements (including any related notes and schedules): (a) were prepared from the respective books and records of RWJBH; (b) fairly present, in all material respects, the financial condition and results of operations and cash flows for RWJBH, as of the dates and for the periods indicated; and (c) were prepared in accordance with GAAP, except, in the case of the RWJBH Interim Financial Statements, for the absence of footnotes and normal year-end adjustments, the effect of which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 4.2.4, RWJBH has not made any material changes to its accounting methods or practices since the RWJBH Balance Sheet Date. RWJBH maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) all transactions are executed in accordance with each of their respective management’s general or specific authorization; (ii) all transactions are recorded as necessary to permit the preparation of the RWJBH Financial Statements in conformity with GAAP and maintain proper accountability for items; and (iii) all reserves reflected on the RWJBH Financial Statements are sufficient for the purposes for which they were established. Since the RWJBH Balance Sheet Date, RWJBH has not received and, to RWJBH’s Knowledge, there has not been, any complaint, allegation, assertion or claim regarding any of RWJBH’s accounting or auditing practices, procedures, methodologies or methods, including any complaint, allegation, assertion or claim that RWJBH has engaged in non-standard accounting or auditing practices that would reasonably be expected to result in a Material Adverse Effect.

- 4.2.5 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.2.5, neither RWJBH nor any of the RWJBH Affiliates has any Liabilities in excess of Six Million Dollars (\$6,000,000), except for: (a) Liabilities set forth on or reflected in the RWJBH Financial Statements or RWJBH Interim Financial Statements; and (b) Liabilities incurred in the Ordinary Course of Business subsequent to the date of the RWJBH Interim Financial Statements. During the Lookback Period, no uncured default or event of default has occurred, and no event that with the passage of time would result in a default has occurred, under any material note, bond, or agreement to which RWJBH or any of the RWJBH Affiliates is a party relating to Indebtedness for money borrowed, any capitalized lease obligation, or an interest rate swap agreement.
- 4.2.6 Execution of Agreement. Except as set forth on Schedule 4.2.6, neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby will: (a) violate or constitute a breach of a material provision of or cause a default of any judgment, decree, order, writ or injunction of any court order or requesting authority; (b) result in the acceleration or mandatory prepayment or termination of any Indebtedness of RWJBH or any RWJBH Affiliate (c) require any notice, consent, waiver or amendment to any contractual obligation of RWJBH; or (d) violate or give rise to a default or any other right or cause of action under any Law, except for events or conditions described in clauses (a) through (d) above that would not reasonably be expected to result in a Material Adverse Effect. Except for the

consents, waivers, approvals, and authorizations of, and the filings, registrations, and qualifications with, Governmental Authorities set forth in Schedule 4.2.6, no material consent, waiver, approval or authorization of, or filing, registration, or qualification with, any Governmental Authority that if not made or obtained would reasonably be expected to result in a Material Adverse Effect, is required to be made or obtained by a RWJBH or a RWJBH Affiliate in connection with the execution, delivery, or performance of this Agreement by RWJBH.

4.2.7 Legal Proceedings. There is no litigation pending or, to the Knowledge of RWJBH, threatened that seeks rescission of, seeks to prevent, enjoin, alter or materially delay the consummation of, or that questions the validity of, this Agreement or any of the transactions contemplated hereby. Except as set forth in Schedule 4.2.7:

4.2.7.1 Neither RWJBH nor any of the RWJBH Affiliates is engaged in or is a party to any action, litigation, complaint, charge, hearing, arbitration or other method of settling disputes or disagreements, or involved in any investigation or proceeding before any Governmental Authority, nor, to the Knowledge of RWJBH is any such action, litigation, complaint, charge, hearing, arbitration or other method of settling disputes or disagreements, or involved in any investigation or proceeding before any Governmental Authority threatened, except as would not reasonably be expected to result in a Material Adverse Effect. To the Knowledge of RWJBH, there is no valid basis for any such suit, claim, action, proceeding, arbitration, hearing, audit, inquiry or investigation;

4.2.7.2 Neither RWJBH nor any of the RWJBH Affiliates has received during the Lookback Period, written notice of any pending judgment, decree, or order of any Governmental Authority that has been issued against it and that imposes, or would reasonably be anticipated to result in a Material Adverse Effect;

4.2.7.3 Neither RWJBH nor any of the RWJBH Affiliates has during the Lookback Period received written notice of any action, investigation, or formal inquiry that is pending (whether or not any formal written notification or any subpoena has been issued in connection therewith) or, to the Knowledge of RWJBH, threatened, against or affecting RWJBH or any of the RWJBH Affiliates (a) that would prevent or hinder or materially delay the consummation of the transactions contemplated by this Agreement or call into question the validity of any action taken or to be taken in connection with the transaction contemplated by this Agreement; or (b) that would reasonably be expected to result in a Material Adverse Effect; and

4.2.7.4 Except as provided by Law or as set forth in this Agreement, subject to receipt of the CHAPA Court Order, and subject to the provisions of the CHAPA Court Order, and receipt of other required Governmental Authority approvals, there are no outstanding injunctions, orders or decrees of any Governmental Authority that may have a Material Adverse Effect on the

ability of RWJBH to consummate the transactions contemplated by and perform its obligations under this Agreement.

- 4.2.8 Compliance with Laws. Except as disclosed on Schedule 4.2.8, as otherwise disclosed in writing to Englewood or would not reasonably be expected to result in a Material Adverse Effect, during the Lookback Period (a) the business and operations of RWJBH and RWJBH Affiliates, to the Knowledge of RWJBH, have been and are being conducted in compliance with applicable Laws; (b) to the Knowledge of RWJBH, no event has occurred or circumstance exists that would reasonably be expected to constitute or result in a violation by RWJBH or any RWJBH Affiliate of any applicable Law; and (c) RWJBH and RWJBH Affiliates have not received written notice (or to the Knowledge of RWJBH any oral notice) from any Governmental Authority or any other Person of any violation of any Law, or other governmental authorization or approval applicable to it or to any of its properties.
- 4.2.9 Federal Health Care Programs and Other Reimbursement. Neither RWJBH, nor any RWJBH Affiliate, nor any of their respective current officers, directors, trustees, or managing employees (as such term is defined in 42 U.S.C. §1320a-5(b)), is (i) excluded from participating in Medicare, Medicaid, or any other Federal Health Care Program; (ii) debarred or suspended from participation in Medicare, Medicaid, or any other Federal Health Care Program; or (iii) engaged in decertification, revocation, suspension or termination proceedings as to its participation in a Federal Health Care Program or has received written notice (or, to the Knowledge of RWJBH, oral notice) that its current participation in a Federal Health Care Program is subject to any contest, decertification, revocation, termination, or suspension as a result of alleged violations or any noncompliance with participation requirements.
- 4.2.10 Tax-Exempt Status. RWJBH is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, as set forth in a determination letter issued by the IRS and no such letter has been modified, limited, or revoked and RWJBH is not a “private foundation” within the meaning of Section 509(a) of the Code. The IRS has not taken, or to the Knowledge of RWJBH, proposed to take, any action to revoke the tax-exempt status of RWJBH, and has not announced, or to the Knowledge of RWJBH, proposed to announce, that RWJBH is a “private foundation” within the meaning of Section 509(a) of the Code. There has been no change in the organization or operation of RWJBH that would result in a loss of RWJBH’s status as an organization described in Section 501(c)(3) of the Code or that could cause RWJBH to be treated as a “private foundation” within the meaning of Section 509(a) of the Code.
- 4.2.11 Due Diligence Review. In entering into this Agreement, (a) RWJBH has relied solely upon its own investigation and analysis and the representations and warranties of Englewood and the Englewood Affiliates, as applicable, expressly contained in Section 4.1 hereof pursuant to this Agreement; and (b) except to the extent expressly set forth in Section 4.1 hereof as a representation and warranty by Englewood: (i) no representation or warranty has been or is being made by Englewood or any other Person as to the accuracy or completeness of any of the information provided or made

available to RWJBH, or any of their respective representatives and advisors; and (ii) there are uncertainties inherent in attempting to make estimates, projects, forecasts, plans, budgets and similar materials and information, and except to the extent expressly set forth in Section 4.1 hereof as a representation and warranty by Englewood, (A) RWJBH is taking full responsibility for making its own evaluations of the adequacy and accuracy of any and all estimates, projections, forecasts, plans, budgets, and other materials or information that may have been delivered or made available to it or any of its respective agents or representatives, (B) RWJBH has not and will not rely on such information, and (C) RWJBH will not assert, and will cause its Affiliates not to assert, any claims against Englewood and any Englewood Affiliate with respect thereto.

4.2.12 Representations. Notwithstanding anything to the contrary herein or otherwise, the representations of each Party set forth in Section 4 hereof will constitute the sole and exclusive representations and warranties of each Party to the other Party in connection with this Agreement and the Affiliation contemplated hereby.

4.2.13 Survival. None of the representations and warranties contained in this Section 4.2 shall survive the Closing.

5. **CLOSING CONDITIONS**. The Closing will occur as specified in Section 1.2, following the date on which each of the following conditions in this Section 5 have been satisfied or waived by whichever of Englewood (on behalf of itself and the Englewood Affiliates) or RWJBH (on behalf of itself and RWJBH Affiliates) it is intended to benefit, in accordance with Section 1.2.

5.1 Closing Deliverables of Englewood and Englewood Affiliates.

5.1.1 The Pre-Closing EHMC Board and the boards of each of the Englewood Affiliates (as applicable, unless Englewood has the authority unilaterally to take such action) will have taken all actions necessary to approve and adopt, conditional on and effective as of the Effective Date, amended and restated Certificate of Incorporation or Articles of Organization (as applicable) and amended and restated Bylaws or Operating Agreement (as applicable) for EHMC and each of the Englewood Affiliates, including, but not limited to, specifying any RWJBH Reserved Powers (the “**Englewood Organizational Documents**”) with such Englewood Organizational Documents: (a) substantially similar forms of which are attached hereto as Exhibit D, final versions of which are approved in writing by the Parties prior to Closing; and (b) filed (as applicable) with the State of New Jersey Division of Revenue and Enterprise Services (effective as of the Effective Date) with copies of the file-stamped Certificates of Incorporation delivered to RWJBH prior to Closing.

5.1.2 Englewood will have delivered to RWJBH a Secretary’s Certificate of Englewood, dated as of the Closing, certifying the due adoption and continued effectiveness of resolutions of Englewood attached thereto approving the Englewood Organizational Documents, the transactions contemplated by this Agreement, the execution of this Agreement and the delivery of Closing documents referred to herein.

- 5.1.3 Englewood will have delivered evidence, in form and substance reasonably satisfactory to RWJBH, that Englewood has merged with and into EHMC (and EHMC is the surviving entity), including a Certificate of Merger filed with the State of New Jersey Division of Revenue and Enterprise Services.
 - 5.1.4 Englewood will have delivered to RWJBH a certificate of status and good standing of Englewood and each Englewood Affiliate, issued by the State of New Jersey Division of Revenue and Enterprise Services, dated the most recent practical date prior to the Closing.
 - 5.1.5 Englewood will have delivered to RWJBH a certificate executed by the president of Englewood, dated as of the Effective Date, certifying as to the matters set forth in Sections 5.7 through 5.9 with respect to Englewood.
 - 5.1.6 Such other instruments and documents, as may be reasonably requested by RWJBH to carry out the transactions contemplated by this Agreement and to comply with its terms including, but not limited to, all Exhibits and Schedules to this Agreement and evidence of performance of items agreed to be performed by Englewood prior to Closing under this Agreement.
- 5.2 Closing Deliverables of RWJBH.
- 5.2.1 The RWJBH Board will have taken all actions necessary to approve and adopt, conditional on and effective as of the Effective Date, amended and restated Bylaws for RWJBH, with such RWJBH Bylaws approved in writing by RWJBH prior to the Closing.
 - 5.2.2 RWJBH will have delivered to Englewood a Secretary's Certificate of RWJBH, dated as of the Closing, certifying the due adoption and continued effectiveness of resolutions of RWJBH attached thereto approving the transactions contemplated by this Agreement, the execution of this Agreement and the delivery of Closing documents referred to herein.
 - 5.2.3 RWJBH will have delivered to Englewood a certificate of status and good standing of RWJBH issued by the State of New Jersey Division of Revenue and Enterprise Services, dated the most recent practical date prior to the Closing.
 - 5.2.4 RWJBH will have delivered to Englewood evidence, in the form and substance reasonably satisfactory to Englewood, that RWJBH has deposited the Legacy Board Funding to a bank account designated by the Legacy Board with which RWJBH will have rights to access monthly statements.
 - 5.2.5 RWJBH will have delivered a certificate executed by the president of RWJBH, dated as of the Effective Date, certifying as to the matters set forth in Section 5.7 through Section 5.9 with respect to RWJBH.
 - 5.2.6 Such other instruments and documents as may be reasonably requested by Englewood to carry out the transactions contemplated by this Agreement and to comply with its

terms including, but not limited to, all Exhibits and Schedules to this Agreement and evidence of performance of items agreed to be performed by RWJBH prior to Closing under this Agreement.

- 5.3 Approvals and Filings. Each Party will have (a) obtained approvals that may be required under its governing documents, including, without limitation, approval of the Strategic Plan; (b) made filings with Governmental Authorities; and (c) received governmental or third-party permits, licenses, consents, and other approvals, in each case as specifically set forth on Schedule 5.3. Such filings and approvals will not be subject to any conditions, limitations, or other terms not reasonably acceptable to Englewood (on behalf of its Affiliates) and RWJBH (on behalf of its Affiliates). Each Party agrees to use commercially reasonable efforts to comply with, and to cooperate with the other Party so that it may comply with, the requirements of this Section 5.3. Nothing in this Section 5.3 will be construed to affect the right of either Party to give or withhold its approval or consent under any other section of this Agreement.
- 5.4 Hart-Scott-Rodino. The required HSR Filings, as described in Section 2.4, will have been made and the applicable waiting period under the HSR Act will have expired or been terminated, and there shall be no suit pending that seeks to enjoin the closing of the transactions contemplated by this Agreement under any federal or state antitrust Laws.
- 5.5 CHAPA. The required CHAPA Court Order under New Jersey's Community Health Care Assets Protection Act (N.J.S.A. 26:2H-7.10 *et seq.*) by the New Jersey Attorney General, the New Jersey Department of Health, and the Superior Court of the State of New Jersey will have been granted.
- 5.6 No Investigation or Enforcement Action. The implementation of the Affiliation will not be the subject of any other pending litigation or regulatory investigation or enforcement action by a Governmental Authority outside of any action set forth in Section 5.4 or 5.5 that would enjoin the closing of the transactions contemplated by this Agreement. If implementation of the Affiliation is subject to any pending litigation or regulatory investigation or enforcement action by a Governmental Authority outside of any action set forth in Section 5.4 or 5.5, the Affiliation will not be implemented without the agreement of Englewood and RWJBH. For the avoidance of doubt, any pending litigation or regulatory investigation or enforcement action brought by the FTC, United States Department of Justice, or New Jersey Attorney General, in connection with the HSR Filing or under any federal or state antitrust law is addressed exclusively in Section 5.4; any litigation or regulatory investigation or enforcement action brought by the New Jersey Attorney General in connection with the CHAPA Application is addressed exclusively in Section 5.5.
- 5.7 No Material Adverse Effect. No Material Adverse Effect will have occurred with respect to a Party, unless (a) waived by the other Party; or (b) the Party has cured such Material Adverse Effect to the other Party's reasonable satisfaction.
- 5.8 Representations and Warranties. Unless waived by the other Party, (a) the Fundamental Representations of the relevant Party will be true, accurate, and complete at and as of the Effective Date (other than de minimis inaccuracies) with the same effect as though made as

of the Effective Date (except to the extent expressly made as of an earlier date, in which case as of such date) and (b) all other representations made by the relevant Party in Section 4 will be true, accurate, and complete (without giving effect to any “material,” “materially,” “Material Adverse Effect” or similar qualifiers therein) at and as of the Effective Date with the same effect as though made as of the Effective Date (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure to be true, accurate, and complete as of the Effective Date would not constitute or would not reasonably be expected to constitute a Material Adverse Effect.

- 5.9 Performance. Each of Party and its Affiliates shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Effective Date.
- 5.10 Insolvency. None of Englewood, EHMC, or RWJBH shall (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing its inability to pay its debts as they mature; (d) have been adjudicated as bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Englewood, the Englewood Affiliates or RWJBH.
- 5.11 Strategic Plan. Both the Pre-Closing EHMC Board and the RWJBH Board shall have approved the Strategic Plan in accordance with the commitments set forth in Exhibit B.

6. **TERMINATION OF AGREEMENT**

- 6.1 Term. This Agreement will become effective upon execution by the Parties and may be terminated by either Englewood or RWJBH by written notice to the other if the Closing has not occurred by the Outside Date; *provided, however*, that if all conditions set forth in Section 5 have been satisfied or waived by the Outside Date (except for any conditions that by their nature can be satisfied only on the Effective Date, but subject to the satisfaction of such conditions on the Effective Date or waiver by the Party entitled to waive such conditions) except for conditions that constitute a Permitted Delay, then the Outside Date automatically will be extended serially by sixty (60)-day periods until the earlier of (i) such time as the conditions underlying the Permitted Delay cease to exist in order to afford time to resolve the Permitted Delay; or (ii) two (2) years following the Execution Date. The right to terminate this Agreement pursuant to Section 6 will not be available to any Party whose failure to perform any of its obligations under this Agreement has been the cause of, or has resulted in, the failure of the Closing to have occurred on or by such date. As used in this Section 6.1, a “**Permitted Delay**” is any delay in satisfaction of (a) the condition set forth in Section 5.4 as a result of and to the extent that such delay is due to the failure of the applicable waiting period (and any extension thereof) applicable to the consummation of the Closing under the HSR Act yet to have expired or been terminated, or challenge initiated to enjoin the transactions have yet to have been resolved; (b) the condition set forth in Section 5.5 as a result of and to the extent that such delay is due to delays relating to approval through the CHAPA Application process; or (c) any other condition set forth in Section 5.3 if and to the extent that such delay is as a result of delays described in the foregoing clause (a) or clause (b); *provided, however*,

it shall not be considered a Permitted Delay if any consents or approvals that are necessary for the consummation of the transactions contemplated by this Agreement are refused or withdrawn by any Governmental Authority having jurisdiction, *provided further* that all applicable appeals have been exhausted or the time for filing such appeals has elapsed.

- 6.2 Termination by Mutual Agreement. This Agreement may be terminated prior to the Effective Date by the mutual written consent of Englewood and RWJBH.
- 6.3 Termination for Breach. Englewood may terminate this Agreement for the material, uncured breach by RWJBH of its obligations pursuant to Section 2 if as a result of such breach the conditions set forth in Section 5 are unable to be satisfied, and RWJBH may terminate this Agreement for the material, uncured breach by Englewood of its obligations pursuant to Section 2 if as a result of such breach the conditions set forth in Section 5 are unable to be satisfied, in each case by giving written notice to the other Party, *provided* that the noticing Party has first provided notice and opportunity to cure pursuant to Section 7.4, and the applicable period set forth in Section 7.4 has expired without cure. Termination pursuant to any such notice will be effective sixty (60) days following such notice, absent the rescission thereof or cure by the Defaulting Party (as defined in Section 7.4) during such period.
- 6.4 Termination for Failure to Satisfy Closing Condition. Either Party may terminate this Agreement by giving written notice to the other Party if there occurs or is discovered to have occurred or to exist any event or condition, other than any event or condition that constitutes a Permitted Delay, that is reasonably certain to result in the failure of one or more of the conditions set forth in Section 5 to be satisfied by or before the Outside Date, *provided* that the right to terminate this Agreement under this Section 6.4 will not be available to any Party who is then in breach of this Agreement or whose actions (or failure to act) in accordance with the terms of this Agreement resulted in or were a predicate of the failure or reasonably certain failure to satisfy the conditions set forth in Section 5. Absent agreement of the Parties to the contrary, termination pursuant to any such notice will be effective thirty (30) days following such notice, absent the rescission thereof, during which period the receiving Party may require the noticing Party to meet and confer in good faith, and the noticing Party in such case will meet and confer in good faith, to seek to identify reasonable efforts and actions that may be taken to avoid termination.
- 6.5 Survival. If this Agreement is terminated, all rights and obligations under this Agreement will cease and the terms and provisions of this Agreement will have no further effect, except that Section 6 (Termination of Agreement), Section 7.4 (Dispute Resolution), Section 8 (Miscellaneous), and Section 9 (Definitions), will survive termination of this Agreement.

7. **DISPUTE RESOLUTION**

- 7.1 Enforcement. Between the Execution Date and the Effective Date, a Legacy Board with five (5) members (each, a “**Legacy Board Member**”) shall be created, with duties and authorities to be effective as of the Effective Date, with the authority to monitor and enforce all of RWJBH’s post-Closing commitments and covenants set forth in this Agreement (the “**RWJBH Post-Closing Commitments and Covenants**”) during the Post-Closing Period or,

to the extent a dispute remains outstanding as of the expiration of the Post-Closing Period, then until such dispute is resolved.

7.1.1 Legacy Board Members.

7.1.1.1 Four of the five Legacy Board Members shall be appointed by the Pre-Closing EHMC Board (each, an “**Englewood Legacy Board Member**”) and shall be the only voting members of the Legacy Board. If any such Englewood Legacy Board Member is unable to continue in the role due to retirement, resignation or otherwise, the remaining Englewood Legacy Board Members shall appoint a successor by majority vote of the remaining Englewood Legacy Board Members.

7.1.1.2 One of the five Legacy Board Members shall be appointed by RWJBH solely in a non-voting capacity (the “**RWJBH Legacy Board Member**”). The RWJBH Legacy Board Member shall be reasonably acceptable to the Pre-Closing EHMC Board if appointed prior to Closing and reasonably acceptable to the Englewood Legacy Board Members if appointed following Closing. If the RWJBH Legacy Board Member is unable to continue in the role due to retirement, resignation or otherwise, RWJBH shall appoint a successor reasonably acceptable to a majority of the Englewood Legacy Board Members.

7.1.1.3 Each decision of the Legacy Board must be approved by a majority of the Englewood Legacy Board Members.

7.1.2 Information and Reports. The Legacy Board shall be afforded reasonable access to information that is necessary for it to carry out its duties and responsibilities under this Agreement, and RWJBH shall provide or make available to the Legacy Board such information in good faith within twenty (20) business days of receipt of any request, or if not commercially reasonable, a reasonable period of time thereafter, to the extent such information is available and reasonably accessible without undue burden and such information relates to the official duties and responsibilities of the Legacy Board as set forth in this Agreement. In addition, when requested (not more often than annually), RWJBH shall develop and provide reports to the Legacy Board regarding the status of RWJBH’s compliance with and progress in meeting the RWJBH Post-Closing Commitments and Covenants as is necessary in connection with the Legacy Board’s exercise of its duties pursuant to this Agreement.

7.1.3 Legacy Board Enforcement. It is the express intention of the Parties that the Legacy Board shall be an intended third-party beneficiary to this Agreement with the express right and authority to bring any one or more actions to enforce RWJBH’s compliance with the RWJBH Post-Closing Commitments and Covenants in accordance with this Agreement. The Parties further agree that the Legacy Board shall have the right, in accordance with the terms hereof, to prosecute such alleged defaults, breaches and violations in any such pre-suit forum and capacity as is agreed by the Parties herein. RWJBH hereby expressly waives any right to challenge or dispute the Legacy Board’s

(or its individual members' collectively on behalf of the Legacy Board) standing to commence any legal action or arbitration proceeding relating to this Agreement. RWJBH agrees that the RWJBH Legacy Board Member shall recuse itself from matters that may be a conflict of interest with the activities of the Legacy Board, as reasonably determined by a majority of the Englewood Legacy Board Members. Additionally, RWJBH acknowledges and agrees that (a) the Legacy Board constitutes an unincorporated organization or association consisting of five (5) Persons and having a recognized name in accordance with N.J.S.A. § 2A: 64-1 et seq., and (b) any individual member(s) of the Legacy Board may commence any legal action or arbitration proceeding relating to a breach of RWJBH's Post-Closing Commitments and Covenants in such member's own name on behalf of the Legacy Board.

- 7.1.4 Breach Notice. If, at any time after the Closing, the Legacy Board determines that any of the RWJBH Post-Closing Commitments and Covenants have not been met, the Legacy Board shall provide written notice thereof to RWJBH, describing in reasonable detail the nature of the alleged breach (a "**Breach Notice**"). Upon receipt of a Breach Notice, RWJBH and the Legacy Board shall meet on a regular basis and use all reasonable efforts, in good faith, to negotiate and resolve expeditiously any alleged breaches identified in the Breach Notice. If the parties cannot resolve the dispute to the reasonable satisfaction of the Legacy Board within ninety (90) days of the delivery of the Breach Notice to RWJBH, then the Legacy Board may initiate an arbitration proceeding with regard to such dispute by delivering thirty (30) days' prior written notice to RWJBH.
- 7.1.5 Arbitration. Except as otherwise provided in Section 7.4, arbitration shall be the exclusive means of resolving any dispute under this Agreement, and the Parties expressly waive their rights to seek remedies in court, including the right to a jury trial. Any such arbitration proceeding shall be conducted pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS before a single arbitrator mutually selected by the Legacy Board and RWJBH from a panel of proposed arbitrators who have an expertise in healthcare provided by the JAMS (the "**JAMS Panel**"), *provided, however*, that if the Legacy Board and RWJBH cannot agree upon the selection of the arbitrator within ten (10) days from receipt of the JAMS Panel, then the Legacy Board and RWJBH shall each select one (1) arbitrator from the JAMS Panel and the two (2) selected arbitrators shall then select one (1) arbitrator from the JAMS Panel, which one (1) arbitrator shall be the sole arbiter with regard to the dispute. The arbitration shall be held at a mutually agreeable location in New Jersey or such other location as the Parties may agree, and the Parties shall equally share the costs of the arbitration. Each Party may seek from the JAMS Panel, and JAMS Panel will have authority to award, specific performance or other injunctive relief as remedies. The arbiter's decision, findings and/or recommendations shall be issued in writing and shall be deemed final, binding and accepted by both the Legacy Board and RWJBH and enforceable by the Legacy Board and RWJBH in any court of competent jurisdiction.
- 7.1.6 Legacy D&O Insurance. On the Effective Date, Englewood shall obtain and cause to be maintained in effect, with financially sound insurers, a policy of directors' and officers' liability insurance covering the Englewood Legacy Board Members (the

“Legacy Board D&O Insurance”) in an amount of [REDACTED], which policy shall remain in full force and effect during the Post-Closing Period or, to the extent a dispute remains outstanding as of the expiration of the Post-Closing Period, then until such dispute is resolved.

7.2 Legacy Board Funding. The Legacy Board’s day-to-day operations shall be funded by a [REDACTED], paid equally by RWJBH and EHMC in the amount of [REDACTED] each (the “Legacy Board Funding”), due within thirty (30) days following the Closing. In the event that the Legacy Board prevails in an action against RWJBH to protect Englewood’s rights or enforce any RWJBH Post-Closing Commitments and Covenants, RWJBH shall, in up to one (1) instance replenish the Legacy Board Funding, up to the original amount contributed by RWJBH of [REDACTED]. On the tenth (10th) anniversary of the Effective Date, or sooner if the Legacy Board so determines, the Legacy Board shall either (a) transfer any unspent Legacy Board Funding to EHMC, or (b) spend the unspent Legacy Board Funding on mutually agreed-upon (with RWJBH) social impact programs in Bergen County, and RWJBH will have information access rights in the bank account designated by the Legacy Board into which the Legacy Board Funding is deposited until such event occurs.

7.3 Privileged Communications. Recognizing that Ropes & Gray LLP has acted as legal counsel to Englewood prior to date hereof, and that Englewood or the Legacy Board may seek for Ropes & Gray LLP to act as legal counsel to Englewood or the Legacy Board, respectively, after the Closing, RWJBH hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflict of interest that may arise in connection with Ropes & Gray LLP’s representation of Englewood or the Legacy Board after the Closing including to the extent such representation may relate to the Affiliation. In addition, RWJBH agrees that all privileged attorney-client communications between Englewood and its Affiliates, on the one hand, and Ropes & Gray LLP, on the other hand, in the course of the planning, negotiation, documentation, and consummation of the Affiliation are privileged attorney-client confidences that belong solely to Englewood. Accordingly, RWJBH will not have access to any such communications or to the files of Ropes & Gray LLP relating to any such engagement relating to the Affiliation from and after the Closing, and, without limiting the generality of the foregoing, from and after the Closing, (a) Englewood (and not RWJBH) will be the sole holder of the attorney-client privilege with respect to any such engagement, and RWJBH will not be a holder thereof; (b) to the extent that files of Ropes & Gray LLP in respect of any such engagement constitute property of the client, only Englewood (and not RWJBH) will hold such property rights; (c) Ropes & Gray LLP will have no duty whatsoever to reveal or disclose any such attorney-client communications or files to RWJBH by reason of any attorney-client relationship between Ropes & Gray LLP and Englewood and its Affiliates; and (d) Englewood hereby expressly consents to disclosure by Ropes & Gray LLP to, and use on behalf of, the Legacy Board of any communications, confidences, files, or materials relating to this Affiliation for the purpose of representation of the Legacy Board in the enforcement of Englewood’s rights under this Agreement. Notwithstanding the foregoing, in the event that a dispute arises between RWJBH, Englewood, or any of their Affiliates and a third party after the Closing, Englewood or the Legacy Board may assert the attorney-client privilege to prevent disclosure of confidential communications by Ropes & Gray LLP to such third party.

7.4 Dispute Resolution. Except as otherwise set forth in this Agreement, before any Party brings legal action against the other Party (the “**Defaulting Party**”) or exercises its rights pursuant to Sections 6.3 or 6.4 for failure to perform in any material respect any of its obligations under this Agreement, the Party alleging the breach (the “**Alleging Party**”) will first give the Defaulting Party written notice setting forth such failure in reasonable detail and stating that the Alleging Party requires such obligation to be performed, and will give the Defaulting Party the opportunity to perform such obligation in all material respects within sixty (60) days of its receipt of such notice, or such longer period as is necessary if, for reasons outside the control of the Defaulting Party, such obligation cannot be performed within such sixty (60)-day period, so long as the Defaulting Party is continuing in good faith to use its commercially reasonable efforts to perform such obligation, but in no case longer than one hundred eighty (180) days. The foregoing shall not preclude Englewood’s ability to promptly recover the Attorney Fees pursuant to the terms of Section 2.8.3. The Parties hereto expressly waive and agree to forego any and all rights to seek and obtain any form of monetary, economic, or other damages (including actual, consequential, punitive, and other forms of monetary or economic damages); *provided, however*, that nothing in Section 2.8.3 will restrict Englewood’s ability at its sole discretion to elect to require specific performance or other injunctive relief, or payment of the Attorney Fees as mutually exclusive remedies. For the avoidance of doubt, Englewood may seek specific performance and prompt recovery of the Attorney Fees pursuant to the terms of Section 2.8.3 concurrently, although each is a mutually exclusive remedy. Before the Closing, each of the Parties will be entitled to injunctive relief in state or federal courts of New Jersey to prevent a violation of this Agreement and to obtain specific performance to require adherence to the obligations created by this Agreement, or, in its discretion, to exercise its rights pursuant to Sections 6.3 or 6.4; *provided, however*, that no Party, before the Closing, may seek monetary damages in any court but may, for the avoidance of doubt, seek monetary damages in arbitration; and *provided further* that each Party waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement. Notwithstanding anything to the contrary in the prior sentence, if any legal action relating to the enforcement of this Agreement before the Effective Date is brought by a Party against the other Party, the prevailing Party will be entitled to recover its reasonable costs, expenses, disbursements, and attorneys’ fees through appeal (collectively, the “**Prevailing Party’s Fees**”) up to a maximum amount of the non-Prevailing Party’s Fees, in addition to any other relief to which such Party may be entitled, *provided* that the prevailing Party shall not be entitled to recover any attorneys’ fees calculated on a contingent fee basis, or any portion of attorneys’ fees that are based on a percentage of any recovery or award. Only those attorneys’ fees that are actually incurred and paid, or are owed on an hourly or flat-fee basis, shall be recoverable under this Section 7.4. For the avoidance of doubt, this Section 7.4 applies to disputes only between RWJBH and Englewood and does not apply to disputes between RWJBH and the Legacy Board.

8. MISCELLANEOUS

8.1 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New Jersey, without reference to or application of any conflicts of laws or principles, and the Parties hereby consent to the jurisdiction of New Jersey courts over all matters relating to this Agreement.

- 8.2 No Assumption or Assignment. Prior to the Effective Date, nothing contained in this Agreement shall be deemed to be an assumption or assignment by any Party hereto of any other Parties' or its Affiliates' Liabilities, obligations, debts, known or unknown, whether absolute, contingent, accrued or otherwise, including without limitation any and all (a) obligations, commitments or Liabilities of or claims arising out of or in connection with the Affiliation contemplated hereunder; (b) Liabilities for federal, state or local taxes arising from the business or operations of any Party or its Affiliates; (c) Liabilities or negligence claims relating to the provision of medical services or nursing care; (d) Liabilities for any default in the performance of or breach of any contract, agreement, lease, commitment or obligation; (e) Liabilities for Medicare or third-party payor reimbursement program recaptures or offsets for cost reporting periods prior to the Effective Date; (f) Liability for FICA, workers' compensation or other employment-related taxes; (g) obligations, commitments or Liabilities relating to the establishment, adoption, administration or funding of participation in, contribution to, or maintenance or termination, of any employee benefit plan, program, or arrangement (whether or not described in or subject to, ERISA); (h) funding obligations relating to insurance or self-insurance programs; and (i) any other Liability or obligation accruing prior to the Effective Date.
- 8.3 Assignment. No Party may assign any of its rights or delegate any of its obligations under this Agreement.
- 8.4 Amendment. The provisions of this Agreement may be amended or waived only in writing by the Parties, and any amendment entered into after the Closing will require the affirmative consent of each of Englewood, upon the approval of the Legacy Board, and RWJBH. The failure of any Party to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.
- 8.5 Confidentiality.
- 8.5.1 Prohibited Disclosures. Each Party, individually and on behalf of its Affiliates, and their respective members, trustees, officers, employees, and other agents, agrees to hold in confidence all Confidential Information of the other Party disclosed to it by any other Party and to limit disclosure of such Confidential Information to only those members, trustees, officers, employees, agents, and advisors of the receiving Party or of its Affiliates. Each receiving Party will use reasonable measures to ensure that such Confidential Information is not distributed beyond the members, trustees, officers, employees, agents, and advisors of the receiving Party or its Affiliates with such a need to know, and will be responsible to avoid a breach of the provisions of this Section 8.5 by any of its members, trustees, officers, employees, agents, or advisors. Each Party further agrees that it will employ reasonable safeguards to prevent any use, access, or disclosure of the Confidential Information that would result in a breach of this Agreement. Each Party will require all members, trustees, officers, employees, agents, and advisors of the Party or its Affiliates who have access to Confidential Information of the other Party to agree to confidentiality restrictions limiting their use

and disclosure of such Confidential Information to purposes associated with the Affiliation. No Party nor any of the Parties' Affiliates will disclose the Confidential Information of another Party (or its Affiliates) to any other Person or entity (except to agents and advisors agreeing to confidentiality restrictions in accordance with the terms of this Section 8.5, as required by a facially valid judicial order or governmental request, requirement, or order, or in connection with the enforcement of this Agreement) regardless of a pre-existing relationship or claim of interest in such Confidential Information.

- 8.5.2 Permitted Use. Each Party may use the Confidential Information of the other Party disclosed to it only for the purpose of implementing, carrying out, and enforcing the terms of the Affiliation and may not otherwise use the Confidential Information of the other Party for its own benefit (or for the benefit of another Person). If a receiving Party is required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information of another Party, it will notify the disclosing Party as promptly as practicable so that the disclosing Party may either seek an appropriate protective order or waive the provisions of this Agreement. If, in the absence of any protective order or waiver, the receiving Party is, with the advice of its counsel, required to disclose Confidential Information in any court or tribunal, or pursuant to compulsory process of a Governmental Authority, it may disclose such Confidential Information without Liability hereunder.
- 8.5.3 Excepted Information. The obligations of a Party as recipient of Confidential Information of another Party under this Agreement will not apply to any such information: (a) that is or becomes generally available to the public or otherwise in the public domain without breach of a Party's obligations under this Agreement; (b) that was or is otherwise available to or disclosed to the receiving Party on a non-confidential basis, other than by virtue of a breach of any confidentiality undertakings; or (c) that is approved for release by written authorization of an authorized officer of the Party whose Confidential Information is to be disclosed; or (d) that is disclosed by Englewood or any Englewood Affiliate to any Englewood-appointed Legacy Board Member to facilitate the Legacy Board's rights and obligations hereunder; provided that Legacy Board Members maintain Confidential Information in accordance with the terms of this Section 8.5.
- 8.5.4 Marking Confidential Information. Each disclosing Party will use commercially reasonable efforts to mark all tangible materials that disclose or embody Confidential Information of such Party as "Confidential," "Proprietary," or the substantial equivalent thereof and to identify Confidential Information that is disclosed orally or visually as confidential at the time of disclosure. The foregoing notwithstanding, failure to mark any materials as "Confidential," "Proprietary," or any equivalent term will not deprive such materials of the protections afforded by this Section 8.5.
- 8.5.5 Return and Destruction. Should this Agreement terminate prior to the Effective Date, each Party agrees: (a) that it will promptly return to the disclosing Party or, with the permission of the disclosing Party, destroy all Confidential Information obtained from the other Party and all notes, memoranda, and other material that reflect, interpret,

evaluate, or are derived from such Confidential Information; (b) that it will confirm such return or destruction to the disclosing Party in writing; and (c) that it will not use such Confidential Information in its future decision-making or for any other purpose other than enforcement of terms of the Agreement; *provided, however*, that nothing will require the destruction of any backup tapes or other media made in the ordinary course of business or any records that are required to be maintained by applicable Law, *provided, further*, that any Confidential Information retained will remain subject to the confidentiality obligations of this Agreement.

- 8.5.6 Remedies. The Parties acknowledge and agree that any breach of the obligations under this Section 8.5 will result in irreparable injury to the Party whose Confidential Information is or is to be disclosed and that the Party so injured will have the right to specific enforcement of the restrictions of this Section 8.5.
- 8.5.7 Superseding Agreements. The confidentiality terms of this Section 8.5 supersede the Confidentiality Agreement entered into by the Parties on July 22, 2024.
- 8.6 Headings. The headings in this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof.
- 8.7 Interpretation. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement: (a) “include,” “includes,” and “including” are not limiting and mean include, includes, and including, without limitation; (b) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (c) references to an agreement, statute, or instrument mean such agreement, statute, or instrument as from time to time amended, modified, or supplemented; (d) references to an “Exhibit,” “Section,” or “Schedule” refer to a Section of, or any Exhibit or Schedule to, this Agreement unless otherwise indicated; (e) the word “will” will be construed to have the same meaning and effect as the word “shall”; (f) the word “any” will mean “any and all” unless otherwise indicated by context; (g) the word “day” will mean calendar day, and days will be counted by excluding the first and including the last day, *provided* that when the last day falls on a Saturday, Sunday, or federally recognized- holiday, the last day will be the next day which is not a Saturday, Sunday, or holiday; and (h) references to an hour of the day mean such hour of the day in Eastern Time.
- 8.8 Severability; Independent Covenants. In case any provision in this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In addition, each covenant contained herein will be construed as being independent of each other covenant contained herein, so that compliance with any one covenant will not be deemed to excuse compliance with any other covenant.
- 8.9 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, will be deemed for all purposes to constitute the entire agreement of the Parties pertaining to the subject matter hereof, and supersedes and cancels all prior agreements, whether oral or written, pertaining to the subject matter hereof. Each Party confirms that it is not relying on

any representations, warranties, or covenants of a Party except as specifically set out in this Agreement.

8.10 No Third-Party Beneficiaries. This Agreement is not intended to confer upon any Person other than (a) the Parties and their respective successors and permitted assigns; (b) the Legacy Board; and (c) with respect to Sections 2.14, and 2.15, Englewood's and the Englewood Affiliates' members, directors, officers, trustees, employees, representatives, successors and assigns, as applicable; any rights or remedies hereunder. No Person other than those mentioned in the previous sentence will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

8.11 Notices. Any notice hereunder may be given by hand; by certified mail, return receipt requested; by overnight delivery service, delivered to the Parties at their respective addresses set forth below; or to such other address or email address as a Party may specify by notice to the other Party. Notices will be deemed given when actually received.

If to Englewood:

Warren Geller
President and Chief Executive Officer
Englewood Health
350 Engle Street
Englewood, NJ 07631

with copy (not constituting notice) to:

Ropes & Gray LLP
800 Boylston Street
Boston, MA 02199
Attn: Michael Beauvais and Michael McGrath

and

Richard J. Myslinski
McCarter & English, LLP
Four Gateway Center
100 Mulberry St.
Newark, NJ 07102

If to RWJBH:

Mark E. Manigan
President and Chief Executive Officer
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

with copy (not constituting notice) to:

RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052
Attn: General Counsel

and

McDermott Will & Schulte LLP
444 West Lake Street
Chicago, Illinois 60606
Attn: John Callahan and Patrick Martinez

8.12 Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, but all such counterparts will together constitute but one and the same

instrument. The exchange of copies of this Agreement and of signature pages by electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

- 8.13 Waiver of Terms. Any of the terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but only by a written notice signed by the Party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement and shall be effective only in the specific instance and for the specific purpose for which given.
- 8.14 Partial Invalidity. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 8.15 Exhibits and Schedules. Any Party may set forth any disclosures required by a Schedule in a separate writing delivered to the other Parties that specifically makes reference to the applicable Section of this Agreement and the required schedule thereto. From the Execution Date until the Closing, any Party may update any Exhibit or Schedule as necessary, with the other Parties' consent and approval.
- 8.16 Public Statement. The Parties shall determine in advance, by mutual agreement and consent, the timing and content of any announcement, press release or other public statement concerning the transactions contemplated by the Agreement.

9. **DEFINITIONS.**

- 9.1 “**2025 Budgets**” mean the 2025 Capital Budget and the 2025 Operating Budgets, as applicable.
- 9.2 “**2025 Capital Budget**” shall mean the 2025 Capital Budget(s) summaries that were provided to RWJBH as part of due diligence and attached hereto as Exhibit E.
- 9.3 “**2025 Operating Budget**” shall mean the 2025 Operating Budget(s) summaries that were provided to RWJBH as part of due diligence and attached hereto as Exhibit F.
- 9.4 “**AAPP Funds**” has the meaning set forth in Section 4.1.22.3.
- 9.5 “**Administrative Services**” has the meaning set forth in Section 3.3.1.
- 9.6 “**Affiliates**” means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association,

joint venture, or Governmental Authority, controlling, controlled by or under common control with such particular entity. For purposes of this definition, “**control**” means the possession, directly or indirectly, of the power to direct the management and policies of such entity whether through the ownership of voting securities, membership, representation on the board of directors or board of trustees of the entity or otherwise.

- 9.7 “**Affiliation**” has the meaning set forth in the Recitals.
- 9.8 “**Agreement**” has the meaning set forth in the Preamble.
- 9.9 “**Alleging Party**” has the meaning set forth in Section 7.4.
- 9.10 “**Attorney Fees**” has the meaning set forth in Section 2.8.3.
- 9.11 “**Breach Notice**” has the meaning set forth in Section 7.1.4.
- 9.12 “**Bylaws**” has the meaning set forth in Section 2.2.1.1.
- 9.13 “**CARES Act**” has the meaning set forth in Section 4.1.22.2.
- 9.14 “**Capital Commitment**” has the meaning set forth in Section 3.5.
- 9.15 “**Certificates of Incorporation**” has the meaning set forth in Section 2.2.1.1.
- 9.16 “**Certification Statements**” has the meaning set forth in Section 4.1.22.1.
- 9.17 “**CHAPA Application**” has the meaning set forth in Section 2.5.
- 9.18 “**CHAPA Court Order**” has the meaning set forth in Section 4.1.7.4.
- 9.19 “**Clinical Services**” has the meaning set forth in Section 3.2.
- 9.20 “**Closing**” has the meaning set forth in Section 1.2.
- 9.21 “**Code**” has the meaning set forth in Section 3.13.1.
- 9.22 “**Collective Bargaining Agreement**” has the meaning set forth in Section 2.2.1.9.
- 9.23 “**Compliance Program**” has the meaning set forth in Section 4.1.26.4.
- 9.24 “**Confidential Information**” means, with respect to a Party, all confidential or proprietary information concerning the business, finances, or other affairs of such Party or of its Affiliates disclosed in any manner, whether orally, visually, or in written or other tangible form (including documents, devices, and computer readable media) and all copies thereof, whether created by the discloser or recipient, by such Party or by its agents or employees to the other Party or its agents in connection with the transactions contemplated herein.
- 9.25 “**Consent Threshold**” has the meaning set forth in Section 2.2.1.2.

- 9.26 “**Contract**” shall mean, including all amendments thereto, any contract, agreement, license, lease, indenture, note, bond, mortgage, instrument, deed of trust, obligation, promise, undertaking or other arrangement, understanding, obligation or commitment, whether written or oral.
- 9.27 “**D&O Indemnity Provisions**” has the meaning set forth in Section 3.16.
- 9.28 “**D&O Insurance**” has the meaning set forth in Section 2.14.
- 9.29 “**D&O Persons**” have the meaning set forth in Section 3.16.
- 9.30 “**Defaulting Party**” has the meaning set forth in Section 7.4.
- 9.31 “**Diligence Materials**” means the information disclosed in writing by and between the Parties (and their respective advisors) as part of the due diligence process, including their responses to legal due diligence request lists.
- 9.32 “**EBITDA**” means, for any period, Operating Income before interest, taxes, depreciation, and amortization, calculated in accordance with GAAP, excluding one-time non-recurring items in excess of ██████████ as mutually approved by Englewood and RWJBH. Examples of one-time items may include, but are not limited to, Federal Emergency Management funding for catastrophic or similar events, the economic impact of a labor action, termination of a pension plan, or other items outside the Ordinary Course of Business.
- 9.33 “**EBITDA Margin**” means, for any period, the ratio of EBITDA to total Operating Income of the party for such period, calculated in accordance with GAAP.
- 9.34 “**Effective Date**” has the meaning set forth in Section 1.2.
- 9.35 “**EHMC**” has the meaning set forth in the Recitals.
- 9.36 “**EHMC Foundation**” has the meaning set forth in the Recitals.
- 9.37 “**EHMC Representative**” has the meaning set forth in Section 3.10.3.
- 9.38 “**EHPN**” has the meaning set forth in the Recitals.
- 9.39 “**Englewood**” has the meaning set forth in the Preamble.
- 9.40 “**Englewood Affiliates**” has the meaning set forth in the Recitals.
- 9.41 “**Englewood Audited Financial Statements**” has the meaning set forth in Section 4.1.3.
- 9.42 “**Englewood Balance Sheet Date**” has the meaning set forth in Section 4.1.3.
- 9.43 “**Englewood Clinical Affiliates**” has the meaning set forth in Section 3.2.
- 9.44 “**Englewood Debt**” has the meaning set forth in Section 4.1.27.

- 9.45 “**Englewood Entities**” has the meaning set forth in Section 4.1.28.
- 9.46 “**Englewood Executive Leadership Team**” has the meaning set forth in Section 3.8.3.
- 9.47 “**Englewood Financial Statements**” has the meaning set forth in Section 4.1.3.
- 9.48 “**Englewood Insurance**” has the meaning set forth in Section 4.1.13.
- 9.49 “**Englewood Intellectual Property**” means all Intellectual Property owned or purported to be owned by Englewood or any of the Englewood Affiliates.
- 9.50 “**Englewood Interim Financial Statements**” has the meaning set forth in Section 4.1.3.
- 9.51 “**Englewood Joint Venture**” and “**Englewood Joint Ventures**” have the meanings set forth in Section 4.1.28.
- 9.52 “**Englewood Leadership Agreements**” has the meaning set forth in Section 3.8.3.
- 9.53 “**Englewood Legacy Board Member**” has the meaning set forth in Section 7.1.1.1.
- 9.54 “**Englewood Material Contracts**” has the meaning set forth in Section 4.1.23.
- 9.55 “**Englewood Organizational Documents**” has the meaning set forth in Section 5.1.1.
- 9.56 “**Englewood Policies**” has the meaning set forth in Section 2.2.1.8(b).
- 9.57 “**Englewood Subsidiary**” and “**Englewood Subsidiaries**” have the meanings set forth in Section 4.1.28.
- 9.58 “**Englewood System**” has the meaning set forth in the Recitals.
- 9.59 “**Englewood Workforce**” has the meaning set forth in Section 3.8.1.
- 9.60 “**Environmental Laws**” means any and all applicable federal, state, county and/or local statutes, laws, regulations, rules, ordinances, decisional law, orders, decrees, permits, directives, and judgments, in each case as in effect on the date of this Agreement or the date of the Schedule Supplement, that relate to the protection of the environment, pollution, releases or threatened releases of Hazardous Materials to the environment, the use, manufacture, processing, distribution, treatment, storage, generation, disposal, transport or handling of Hazardous Materials, or public and worker health or safety (as it relates to exposure to Hazardous Materials), together with any revisions or amendments to the same.
- 9.61 “**ERISA**” means Title IV of the Employee Retirement Income Security Act of 1974, as amended.
- 9.62 “**ERISA Affiliate**” means any Person that together with a specified Person would be treated as a single employer within the meaning of Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

- 9.63 “**Execution Date**” has the meaning set forth in the Preamble.
- 9.64 “**Exhibit**” means a specific exhibit to this Agreement. “**Exhibits**” means all such exhibits to this Agreement.
- 9.65 “**Federal Health Care Program**” has the meaning ascribed in 42 U.S.C. § 1320a-7b(f), and includes the Medicare and Medicaid programs, Indian Health Service programs, TRICARE and CHAMPVA, and similar or successor programs whether administered directly by a Governmental Authority or through contracted entities, administrative contracts, health maintenance organizations, commercial health plan third-party administrators, health care services or other health insurance plans or programs.
- 9.66 “**Fiduciary Liability Insurance**” has the meaning set forth in Section 2.15.
- 9.67 “**FTC**” shall mean the Federal Trade Commission.
- 9.68 “**Fundamental Representations**” means, (a) with respect to Englewood, the representations and warranties in Sections 4.1.1 (Due Organization and Authority), 4.1.2 (Corporate Power), 4.1.15.1 (Tax-Exempt Status), 4.1.28 (Englewood Subsidiaries and Joint Ventures) and 4.1.31 (Brokers and Finders) and (b) with respect to RWJBH, the representations and warranties in Sections 4.2.1 (Due Organization and Authority) and 4.2.2 (Corporate Power).
- 9.69 “**GAAP**” shall mean Generally Accepted Accounting Principles.
- 9.70 “**Governmental Authority or Governmental Authorities**” shall mean any foreign, federal, state or local court or other judicial authority, legislative or executive body, administrative agency, commission or other governmental or regulatory body or authority or any non-governmental United States or foreign self-regulatory agency, commission or authority (including, but not limited to, applicable accrediting organizations), or any arbitral tribunal.
- 9.71 “**Hazardous Materials**” means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is listed, defined, designated, classified as, or otherwise determined to be, a pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, toxic chemical, or words of similar import, under or pursuant to any Environmental Law, including any petroleum or petroleum-derived substance or waste, asbestos, asbestos-containing material, per- or polyfluoroalkyl substance, polychlorinated biphenyl, radioactive compound, or any other material or substance (including products) that may give rise to Liability under any Environmental Law due to its dangerous or deleterious properties.
- 9.72 “**Health Care Fraud and Abuse Laws**” has the meaning set forth in Section 4.1.10.
- 9.73 “**Health Care Regulatory Laws**” shall mean: (a) Health Care Fraud and Abuse Laws, and, with respect to each of the above, any ordinance, rule, regulation or order promulgated thereunder or related thereto; (b) all federal Laws regulating prescription drug and controlled substance sale, use and security; (c) all federal Laws pertaining to human subjects research; (d) Laws pertaining to precautions against the spread of blood borne pathogens in the

workplace or health care facilities; (e) all federal Laws regarding the privacy and security of personal health information (which include, without limitation, HIPAA and any ordinance, rule, regulation or order promulgated thereunder or related thereto); and (e) any other federal, state or local Laws that regulate recordkeeping, quality, safety, privacy, security, professional practice, licensure, accreditation, or any other aspect of providing health care services. “**Health Care Regulatory Laws**” also shall mean, with respect to any applicable state, the state Laws pertaining to substantially similar subject matter.

9.74 “**HHS**” has the meaning set forth in Section 4.1.22.1.

9.75 “**HIPAA**” has the meaning set forth in Section 4.1.11.

9.76 “**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, Public Law 94-435, as amended.

9.77 “**HSR Filings**” has the meaning set forth in Section 2.4.1.

9.78 “**Improvements**” means all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, located on any Real Property.

9.79 “**Indebtedness**” shall mean the principal, accrued interest and other obligations and charges constituting indebtedness, whether fixed or contingent, including any capitalized lease obligations and guarantees thereof, and letters of credit or reimbursement obligations.

9.80 “**Individual Provider**” has the meaning set forth in Section 2.2.1.8(b).

9.81 “**Intellectual Property**” means all of the following, as they exist in any jurisdiction throughout the world and under any international treaties or conventions: (a) patents and patent applications of any kind and patent rights, together with all reissuances, continuations, continuations-in-part, divisions, extensions, and reexaminations thereof; (b) registered and unregistered trademarks, service marks, trade names, trade dress, corporate names, logos, packaging design, slogans, and other indicia of source, origin or quality, together with all goodwill associated with any of the foregoing, and registrations and applications for registration of any of the foregoing; (c) Internet domain names, electronic addresses, uniform resource locators, and other alphanumeric designations, and all registrations for any of the foregoing and rights to social media accounts; (d) original works of authorship, copyrights in both published and unpublished works (including without limitation all compilations, databases, software, software code and computer programs, manuals and other documentation, advertising and promotional materials, and all derivatives, translations, adaptations and combinations of the above), mask work rights and registrations and applications for registration of any of the foregoing, and all moral and economic rights of authors and inventors (however denominated); (e) proprietary rights in trade secrets and other confidential or proprietary information (including know-how, ideas, inventions and invention disclosures, proprietary business information, methods, customer and supplier lists, customer and supplier records, pricing and cost information, reports, data, databases, data collections, designs, processes, business, financial, sales and marketing plans, and rights under applicable trade secret laws in the foregoing); (f) rights of publicity; and (g) rights to bring claims of infringement and misappropriation of any and all of the foregoing against third parties.

- 9.82 “**Interim Period**” means the period commencing on the Execution Date and ending upon the earlier to occur of (a) the Effective Date and (b) the termination of this Agreement.
- 9.83 “**IRS**” has the meaning set forth in Section 4.1.15.1.
- 9.84 “**IT**” has the meaning set forth in Section 3.5.
- 9.85 “**IT Integration Costs**” has the meaning set forth in Section 3.5.
- 9.86 “**JAMS Panel**” has the meaning set forth in Section 7.1.5.
- 9.87 “**Knowledge**” means, (a) with respect to any individual as specifically identified herein, the receipt by that individual of written notice or the actual awareness of a fact or matter by, after due inquiry and investigation and (b) with respect to each of Englewood and RWJBH, the actual knowledge after due inquiry of, or receipt of written notice by, one or more of such Person’s officers identified in Schedule 9.87(a) and Schedule 9.87(b), respectively.
- 9.88 “**Law**” shall mean any law, statute, code, regulation, rule, ordinance, order, treaty, judgment, writ, injunction or decree of any Governmental Authority (or other pronouncement or requirement of any Governmental Authority having the force and effect of law), including zoning, land use and other laws affecting the Real Property, including, without limitation, The Americans with Disabilities Act of 1990, as amended, and all insurance requirements affecting the Real Property and any enforceable judicial or administrative order (including any binding arbitration award), consent decree, judgment, stipulation or other authorization, pronouncement or requirement.
- 9.89 “**Leased Real Property**” means all of the right, title and interest of Englewood or any of the Englewood Affiliates under all written leases, subleases, licenses and other agreements, pursuant to which Englewood or any of the Englewood Affiliates hold a leasehold or subleasehold estate in, or are granted the right to use or occupy, any land, buildings, improvements, fixtures or other interest in real property which is used in the operation of the business.
- 9.90 “**Leases**” means all leases, subleases, licenses and other agreements pursuant to which Englewood or any of the Englewood Affiliates hold any Leased Real Property.
- 9.91 “**Leasehold Improvements**” means all Improvements located on any Leased Real Property that are owned by Englewood or any of the Englewood Affiliates, regardless of whether title to such Improvements are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property.
- 9.92 “**Legacy Board**” has the meaning set forth in the Recitals.
- 9.93 “**Legacy EHMC Board Members**” has the meaning set forth in Section 3.1.1.
- 9.94 “**Legacy Board D&O Insurance**” has the meaning set forth in Section 7.1.6.
- 9.95 “**Legacy Board Funding**” has the meaning set forth in Section 7.2.

- 9.96 “**Legacy Board Member**” has the meaning set forth in Section 7.1.
- 9.97 “**Liabilities**” means any Indebtedness, liabilities, or obligations of any nature whatsoever, whether absolute, matured, or contingent, due or to become due, accrued, or unaccrued, fixed or otherwise, known, or unknown, direct or consequential or otherwise, including any fine, penalty, judgment, award, or settlement respecting any judicial, administrative, or arbitration proceeding, damage, loss, claim, or demand with respect to any law.
- 9.98 “**Lien**” shall mean any mortgage, deed of trust, lease, license, option, purchase right, third-party right, right of first option or refusal, judgment, pledge, lien, security interest, easement, right of way, encroachment, mineral reservation, the interest of a vendor, lessor or other similar party under any conditional sale, capital lease or other title retention agreement, claim, restriction, charge, encumbrance, any type of survey defect, title defect, hypothecation, occupancy agreement or other understanding or arrangement restricting title or transfer of any nature whatsoever.
- 9.99 “**Lookback Period**” means four (4) years prior to the Execution Date.
- 9.100 [REDACTED].
- 9.101 “**Material Adverse Effect**” means any materially adverse result, occurrence, development, circumstance, fact, change, event, or effect that has or could reasonably be expected to have, or results in, or could reasonably be expected to result in, individually or in the aggregate: (a) as it applies to Englewood only, the uninsured liabilities of the Englewood System recorded in accordance with GAAP that exceed (i) if the operating EBITDA Margin is greater than or equal to [REDACTED], [REDACTED] in any single case or in the aggregate and (ii) if the operating EBITDA Margin is less than [REDACTED], [REDACTED] in any single case or in the aggregate; (b) as it applies to RWJBH only, uninsured liabilities of the RWJBH Network recorded in accordance with GAAP that exceed [REDACTED] in any single case or in the aggregate; (c) the loss of Code Section 501(c)(3) tax-exempt status by Englewood, EHMC, or RWJBH; (d) the involuntary loss or suspension of facility licensure following the exhaustion of all appeals legally available; (e) the loss of accreditation from The Joint Commission of an Englewood Affiliate or RWJBH Affiliate; (f) entry into a deferred prosecution agreement with a federal enforcement agency or the felony conviction (either by plea or by verdict) of any federal or state crime by Englewood, EHMC, RWJBH, or its trustees, officers or directors (in their capacity as agents of the foregoing entities); or (g) the debarment or exclusion of Englewood, EHMC, or RWJBH from participation in the Medicare or Medicaid programs following the exhaustion of all appeals legally available; *provided, however*, that none of the following (or the results thereof) will be deemed in themselves (either individually or in the aggregate) to constitute a Material Adverse Effect: (i) any change or proposed change in any laws, rules, regulations, or GAAP; (ii) any change in economic, regulatory, political or business conditions or financial market conditions (*e.g.*, the impact of market fluctuations on investment portfolios or the impact of interest rate fluctuations) or in the industry in which the Englewood System and the RWJBH Network operate; (iii) any change in any government or private payor program generally applicable to similarly situated operators in the State of New Jersey; (iv) any change arising in connection with natural disasters or acts of nature, hostilities,

acts of war (physical or cyber), sabotage or terrorism or military actions, or any escalation or material worsening thereof; (v) any change resulting from the public announcement of this Agreement, compliance with the terms of this Agreement, the consummation of the Affiliation or any action taken by Englewood with the written consent of RWJBH or RWJBH with the written consent of Englewood; or (vi) any action required to be taken by Englewood, any Englewood Affiliate, RWJBH, or any RWJBH Affiliate under applicable law; provided, however, that, with respect to a matter described in any of the foregoing clauses (i), (ii), (iii) or (iv), such effect, event, development or change referred to therein only shall be excluded to the extent (and only to the extent) such matter does not disproportionately affect the Englewood System or RWJBH Network, as applicable, each taken as a whole, relative to other participants in the industry in which each operates.

9.102 “**Material Permits**” has the meaning set forth in Section 2.2.2.15.

9.103 “**Medical Staff**” has the meaning set forth in Section 4.1.21.

9.104 “**MGMA Benchmark**” has the meaning set forth in Section 2.2.1.8(b).

9.105 “**Multiemployer Plan**” has the meaning set forth in Section 4.1.20.1.

9.106 “**Net Cash Position**” shall mean the amount (which can be positive or negative) that equals (a) all unrestricted cash and cash equivalents (including liquid investments) that are immediately convertible into cash (including marketable securities) net of outstanding checks (issued but uncleared) of Englewood and the Englewood Subsidiaries minus (b) all Indebtedness of Englewood and the Englewood Subsidiaries; provided, however, that any additional Indebtedness incurred by Englewood or any Englewood Affiliate during the Interim Period (excluding, for the avoidance of doubt, (i) the refinancing of any Indebtedness outstanding prior to the Execution Date and (ii) capital equipment leases), and any cash or cash equivalents derived therefrom, shall not count towards the calculation of Net Cash Position. For the avoidance of doubt, Schedule 9.106 provides an illustrative calculation of Net Cash Position.

9.107 [REDACTED].

9.108 “**Notice Threshold**” has the meaning set forth in Section 2.2.2.2.

9.109 “**Operating Income**” means revenue in excess of expenses.

9.110 “**Ordinary Course of Business**” shall mean actions (a) taken in the ordinary and usual course of day-to-day operations of Englewood or the applicable Englewood Affiliate through the date hereof consistent with past practice, (b) a reasonably prudent person, in a good and workmanlike manner, with all due diligence and dispatch, would take in the operation of businesses similar to that of Englewood or the applicable Englewood Affiliate, or (c) advisable or required to comply with applicable Law.

9.111 “**Outside Date**” has the meaning set forth in Section 2.1.

- 9.112 “**Owned Real Property**” means all land, together with all improvements located thereon, and all easements and other rights and interests appurtenant thereto, owned by Englewood or any of the Englewood Affiliates.
- 9.113 “**Party**” and “**Parties**” have the meanings set forth in the Preamble.
- 9.114 “**Permits**” has the meaning set forth in Section 4.1.12.
- 9.115 “**Permitted Delay**” has the meaning set forth in Section 6.1.
- 9.116 “**Permitted Liens**” means collectively, (a) Liens for Taxes, assessments, governmental charges or levies not yet due and payable, that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP, or that may thereafter be paid without penalty; (b) mechanics’ Liens and similar Liens with respect to amounts not yet due and payable or being contested in good faith and for which adequate reserves have been established in accordance with GAAP; (c) zoning, entitlement and other land use regulations by any Governmental Authority with jurisdiction over any Real Property that are not violated by in any material respect, and which do not adversely interfere with, the Ordinary Course of Business of Englewood or any Englewood Affiliate, or the present use, operation or occupancy of any real property; and (d) non-exclusive licenses of or other grants of rights to use Intellectual Property granted in the Ordinary Course of Business; and (e) non-monetary Liens of record, including easements, CC&Rs, encroachments and other similar matters of record, which are not violated by in any material respect, and which do not adversely interfere with, the Ordinary Course of Business of Englewood or any Englewood Affiliate, the present use or occupancy of any Real Property by Englewood or any Englewood Affiliate, or that do not affect or detract materially from the value of such Real Property.
- 9.117 “**Person**” means any individual, partnership, limited liability company, corporation, joint venture, trust, business trust, governmental authority, cooperative or other association or any other entity (including any Governmental Authority).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 9.123 “**Plan**” has the meaning set forth in Section 4.1.20.
- 9.124 “**Post-Closing EHMC Board**” has the meaning set forth in Section 3.1.1.
- 9.125 “**Post-Closing Period**” has the meaning set forth in Section 3.1.1.
- 9.126 “**Pre-Closing EHMC Board**” has the meaning set forth in Section 3.1.1.

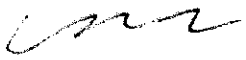
- 9.127 “**Prevailing Party’s Fees**” has the meaning set forth in Section 7.4.
- 9.128 “**Provider Group**” has the meaning set forth in Section 2.2.1.8(c).
- 9.129 “**Provider Relief Funds**” means the federal financial assistance programs established under the CARES Act, the Paycheck Protection Program and Health Care Enhancement Act (“PPHCEA”), and subsequent legislation and implementation programs, including but not limited to the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program.
- 9.130 “**Real Property**” means the Owned Real Property and the Leased Real Property.
- 9.131 “**Related Party Transaction**” has the meaning set forth in Section 4.1.29.
- 9.132 “**Rutgers**” has the meaning set forth in Section 3.7.
- 9.133 “**RWJBH**” has the meaning set forth in the Preamble.
- 9.134 “**RWJBH Affiliates**” has the meaning set forth in the Recitals.
- 9.135 “**RWJBH Balance Sheet Date**” has the meaning set forth in Section 4.2.4.
- 9.136 “**RWJBH Board**” has the meaning set forth in Section 3.10.3.
- 9.137 “**RWJBH Commitments**” has the meaning set forth in Section 3.
- 9.138 “**RWJBH Audited Financial Statements**” has the meaning set forth in Section 4.2.4.
- 9.139 “**RWJBH Financial Statements**” has the meaning set forth in Section 4.2.4.
- 9.140 “**RWJBH Interim Financial Statements**” has the meaning set forth in Section 4.2.4.
- 9.141 “**RWJBH Legacy Board Member**” has the meaning set forth in Section 7.1.1.2.
- 9.142 “**RWJBH Network**” has the meaning set forth in the Recitals.
- 9.143 “**RWJBH Organizational Documents**” means the Certificate of Incorporation and Bylaws for RWJBH.
- 9.144 “**RWJBH Post-Closing Commitments and Covenants**” has the meaning set forth in Section 7.1.
- 9.145 “**RWJBH Reserved Powers**” has the meaning set forth in Section 3.8.2.
- 9.146 “**Schedule**” means a specific schedule to this Agreement. “**Schedules**” means all such schedules to this Agreement.
- 9.147 “**Schedule Supplement**” has the meaning set forth in Section 2.10.

- 9.148 “**Specific Capital Commitment**” has the meaning set forth in Section 3.5.1.1.
- 9.149 “**Strategic Capital Commitment**” has the meaning set forth in Section 3.5.1.1.
- 9.150 “**Strategic Plan**” has the meaning set forth in Section 3.4.
- 9.151 “**Strategic Transaction**” has the meaning set forth in Section 2.2.1.2.
- 9.152 “**Subsequent Comparable Budgets**” has the meaning set forth in Section 2.2.1.6.
- 9.153 “**Tax**” and “**Taxes**” have the meaning set forth in Section 4.1.14.
- 9.154 “**Tax-Exempt Bond Issues**” has the meaning set forth in Section 4.1.15.3.
- 9.155 “**Tax-Exempt Status**” has the meaning set forth in Section 4.1.15.1.
- 9.156 “**Taxing Authority**” shall mean the Governmental Authority responsible for the imposition of Taxes, and the agency (if any) charged with the collection of Taxes.
- 9.157 “**WARN Act**” shall mean, individually and collectively, the U.S. Worker Adjustment and Retraining Notification Act, the N.J. Millville Dallas Airmotive Plant Job Loss Notification Act and any other state or local notice Law relating to plant closings or layoffs.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized officers as of the Execution Date.

ENGLEWOOD HEALTHCARE FOUNDATION, D/B/A ENGLEWOOD HEALTH



By: Richard Lerner
Its: Chairman, Board of Trustees



By: Warren Geller
Its: President and Chief Executive Officer

RWJ BARNABAS HEALTH, INC., D/B/A RWJBARNABAS HEALTH

By: Mark E. Manigan
Its: President and Chief Executive Officer


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized officers as of the Execution Date.

ENGLEWOOD HEALTHCARE FOUNDATION, D/B/A ENGLEWOOD HEALTH

By: Richard Lerner
Its: Chairman, Board of Trustees

By: Warren Geller
Its: President and Chief Executive Officer

RWJ BARNABAS HEALTH, INC., D/B/A RWJBARNABAS HEALTH

Signed by:


By: Mark E. Manigan
Its: President and Chief Executive Officer

EXHIBIT A
PLAN OF MERGER

See attached.

CERTIFICATE OF MERGER

OF

**ENGLEWOOD HEALTHCARE FOUNDATION
(0100305206)**

WITH AND INTO

ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC. (0900017789)

The undersigned, Englewood Healthcare Foundation, a New Jersey nonprofit corporation (“EH”), and Englewood Hospital and Medical Center, Inc., a New Jersey nonprofit corporation (“EHMC,” and collectively with EH, the “Corporations”), respectively, do hereby execute the following Certificate of Merger pursuant to Section 15A:10-5 of the New Jersey Nonprofit Corporation Act.

IT IS HEREBY CERTIFIED THAT:

1. The name and identification number of each corporation which is a party to the merger are:

“ENGLEWOOD HEALTHCARE FOUNDATION” (0100305206) and

“ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC.” (0900017789)

2. EHMC has a sole member entitled to vote on this merger. EH does not have any members entitled to vote on this merger.

3. Attached hereto is a true, complete and accurate copy of the Plan of Merger by and among the Corporations, pursuant to which EH will merge with and into EHMC, with EHMC being the surviving corporation. The name of the surviving corporation will not be changed as a result of this merger and will remain “Englewood Hospital and Medical Center, Inc.”

4. The foregoing Plan of Merger was adopted by actions taken at a meeting of the Board of Trustees of EH on [DATE]. EH has twenty (20) Trustees, all of which were present at the meeting. The total number of votes in favor of the merger was twenty (20) and the total number of votes against the merger was zero (0).

5. The foregoing Plan of Merger was adopted by actions taken at a meeting of the Board of Trustees of EHMC on [DATE] and by action taken without a meeting by the member dated [DATE]. The Board of Trustees of EHMC has [twenty (20)] trustees with vote, all of which were present at the meeting. The total number of votes in favor of the merger was [twenty (20)] and the total number of votes against the merger was [zero (0)]. There is only one (1) class of membership interest in EHMC, all of which is held by EH. EH has voted in favor of the merger.

6. The merger by and among the Corporations shall become effective at 12:00:01 a.m. Eastern Standard Time on [DATE].

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this ___ day of _____, 20[●].

ENGLEWOOD HEALTHCARE FOUNDATION

By: _____
Name: _____
Title: _____

ENGLEWOOD HOSPITAL AND MEDICAL CENTER,
INC.

By: _____
Name: _____
Title: _____

PLAN OF MERGER
OF
ENGLEWOOD HEALTHCARE FOUNDATION

with and into

ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC.

WHEREAS, Englewood Healthcare Foundation, a New Jersey nonprofit corporation (“**EH**”) wishes to merge with and into Englewood Hospital and Medical Center, Inc., a New Jersey nonprofit corporation (“**EHMC**”), with EHMC as the surviving corporation;

NOW THEREFORE:

1. Surviving Corporation.

On the effective date of the merger, EH shall be merged with and into EHMC which shall be the surviving corporation

2. Terms and Conditions.

On the effective date of the merger, the separate existence of EH shall cease, and EHMC shall succeed to all of the properties, rights, any other assets, and shall be subject to all of the liabilities of EH, without further action by any of the parties. In addition, EHMC shall take title to and receive any devise or donation made to or for the benefit of EH. The existing Certificate of Incorporation of EHMC shall be the Certificate of Incorporation of EHMC. The name of EHMC shall not be changed as a result of this merger.

3. Effective Date.

The merger shall become effective at such date and at such time as shall be set forth in the Certificate of Merger filed in the office of the Department of Treasury of the State of New Jersey in accordance with Section 15A:10-5 of the New Jersey Nonprofit Corporation Act.

4. Membership.

Prior to the merger, EH had no members. EH’s current membership interest in EHMC shall terminate upon the effective date of the merger. Following the merger, EHMC shall have a sole member, which shall be RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation.

EXHIBIT B

ENGLEWOOD HEALTH PARTNERSHIP

RWJBH COMMITMENTS TO ENGLEWOOD STRATEGIC VISION AND STRATEGIC PLAN

The formal joint strategic planning process, which will commence no later than 45 days following the Execution Date and which will comply with applicable antitrust laws, will incorporate the following RWJBH commitments into the Strategic Plan. These commitments will inform the priority and timing of investments in technology, facilities and physician recruitment/alignment, as well as integration with existing RWJBH programs and patient care locations.

- **Quality:** RWJBH will share and scale best practices between Englewood and RWJBH with a focus on improving quality and safety metrics across the care continuum and achieving national recognition for tertiary programs.
- **Nursing:** RWJBH will build upon Englewood’s longstanding commitment to building its nursing workforce through continuous learning and innovation and integrate Englewood into RWJBH’s Institute for Nursing Excellence and nursing schools. Together, Englewood and RWJBH will strive to: (a) foster professional development, innovation and research; (b) enhance collaboration with academic partners; (c) promote inter-professional education and collaboration; and (d) identify and standardize best practices to support the highest quality of care.
- **Service Line Development:** Details regarding service line development are as follows:
 - RWJBH will partner with Englewood’s leadership and medical staff to enhance/grow service lines through primary care alignment, specialist recruitment/alignment, advanced technology, program development, research & training, facility investment, leading-edge consumer strategies and aggressive marketing.
 - RWJBH will invest in Englewood’s current [REDACTED] services as well as new and emerging programs that are mutually agreed to and identified by the Parties.
 - RWJBH will align operational and physician leaders to promote best practices across all care locations.
 - RWJBH will align its ambulatory and physician assets across [REDACTED] with the Englewood ambulatory and physician assets to meet the growing demand across northeast New Jersey.
 - Further details on each service line are below:
 - [REDACTED]

- [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

- **Primary Care:** RWJBH will seek continued primary care alignment through a variety of models including employment, RWJBH’s joint venture practice model and/or access to value-based care (“VBC”) agreements with major payers. RWJBH will partner with Englewood to deploy its primary care strategy across the Englewood service area by identifying priority geographies, engaging key practices in alignment discussions and establishing new sites where appropriate. RWJBH commits to the future growth of the primary care network in [REDACTED], and will make capital, operational, recruitment and infrastructure investments in a manner consistent with similarly situated RWJBH Affiliates to continue the

development of the region’s leading and highest quality network in the Englewood service area.

- **Ambulatory Development:** RWJBH will invest in Englewood’s ambulatory footprint with a focus on [REDACTED] throughout the [REDACTED].
- **Business Intelligence:** RWJBH will provide Englewood access to its infrastructure in a manner consistent with similarly-situated RWJBH Affiliates, which includes:
 - Developing and fully supporting an integrated, best-in-class clinical information system through the common Epic platform that supports patients and clinicians;
 - All data from heritage systems and Epic aggregated into a data lake that provides the ability to trend historical and real-time data for key business insights;
 - An interactive dashboard with operational and financial metrics that provides leadership access to real-time data and tracks progress towards identified strategic goals;
 - Decision support system that supports the analysis of financial/operational data across hospitals, service lines and ambulatory/physician sites;
 - A [REDACTED] partnership to provide clinical leaders with access to timely data on quality indicators and industry benchmarks; and
 - Strategic planning tools to support Englewood’s growth strategy and service line development including Quality, HR, Government Relations, IT, Supply Chain, Pharmacy, Strategy, Revenue Cycle, Managed Care, Treasury and others that will partner with Englewood leadership to deliver improved performance across all of Englewood’s strategic metrics.
- **Digital Transformation:** RWJBH will strengthen Englewood’s digital capabilities and enhance its offerings, brand, access, quality and productivity in connection with RWJBH’s development of a common digital patient experience across its system. This project includes:
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. RWJBH will also expand the AI strategies being developed in conjunction with [REDACTED] in support of Englewood’s efforts.
- **Support Service and Cost Synergies:** RWJBH recognizes that optimizing the costs of administrative and support services makes more funds available for patient care and community investment. As part of the planning process, RWJBH will work with Englewood and an independent third party to identify potential synergy targets including supply cost savings, service contract savings and other items. This process will be collaborative and consider service levels, quality, costs and commitments made to Englewood’s workforce.
- **Population Health:** RWJBH will facilitate participation of, or support participation of Englewood in, RWJBH payor ACO/ VBC arrangements in accordance with applicable Englewood and RWJBH contracts. RWJBH will provide Englewood with a contracting infrastructure and approach to managed care and population health that integrates physicians

in a clinically integrated delivery system. To further population health, RWJBH will provide contracting infrastructure and comprehensive IT infrastructure. In addition, in the same manner as for other similarly-situated RWJBH Affiliates, RWJBH will support:

- Alignment of physician and hospital incentives around population health, value-based care, and emerging reimbursement models;
 - Access to physician alignment models including faculty practices, employment, joint venture arrangements, co-management agreements, professional services agreements, and RWJBH's clinically integrated network; and
 - Access to payment models including bundled payment initiatives, tiered pricing agreements, and a variety of Medicare/Medicaid models.
- **Local and Regional Communities**
 - Englewood will remain an acute tertiary care provider for the next 10+ years through RWJBH's programmatic and capital investments, and RWJBH will seek to develop Englewood's service lines through the service line development strategies outlined in this exhibit.
 - RWJBH will support completion of Englewood's 2023-25 Community Health Needs Assessment action plan priorities in a manner consistent with its support for other similarly situated RWJBH Affiliates.
 - RWJBH will commit substantial resources to the indigent, underserved, and broader community. RWJBH also commits to supporting Englewood's current levels of charity care and affordable access in a manner consistent with other similarly-situated RWJBH Affiliates.
 - **Englewood Health Physician Network:** RWJBH will maintain Englewood's Physician Network as a separate entity with the same pre-closing governance structure for five years unless the Englewood leadership agrees otherwise.
 - **Research Programs and Initiatives/Academic Affiliations:** RWJBH and Rutgers, The State University of New Jersey ("Rutgers") commit to the growth and future success of the strong academic programs in place at Englewood. Through this relationship RWJBH/Rutgers will support Englewood and its community by taking the following actions:
 - Use commercially reasonable efforts to integrate Englewood into RWJBH's relationship with Rutgers, as soon as practicable, including Rutgers' two medical schools and, as applicable, Rutgers' schools of nursing, dentistry, pharmacy, allied health professions, public health and biomedical sciences;
 - Expanding access to clinical trials, bringing the newest and most promising treatments to all the people of New Jersey;
 - Recruiting leading academic, research and clinical practitioners in their fields of concentration to fill any identified gaps;
 - Advancing health science innovation and linking Englewood's research efforts to the RWJBH/Rutgers strategy to become a regional leader in medical research and education;

- Accelerating the development of [REDACTED] across a wide spectrum of clinical specialties at Englewood;
- Increasing accessibility to primary and specialty physicians and clinicians;
- Dedicating significant, collective resources to education, research and health improvement;
- Recruiting leading clinical and academic faculty to build and expand clinical and research capabilities across the Englewood community;
- Providing a comprehensive strategy and financial support to encourage residents and fellows to remain in and provide care to residents of New Jersey; and
- Increasing opportunities to train medical, dental, nursing, pharmacy, and other health professional students in inter-professional clinical environments.

EXHIBIT C

RWJBH RESERVED POWERS

Notwithstanding anything to the contrary contained in the amended and restated governing documents of each Englewood Affiliate, pursuant to N.J.S.A. 15A:5-19(b), the following reserved powers shall be vested in RWJBH (the “Reserved Powers”):

- (a) initiate and/or approve any amendment or change to the Corporation’s certificate of incorporation;
- (b) initiate and/or approve any amendment or change to, or repeal of, the Corporation’s Bylaws;
- (c) initiate and/or approve any merger or consolidation of the Corporation, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation’s assets;
- (d) initiate and/or approve a dissolution, conversion or liquidation of the Corporation, including any bankruptcy filing or any insolvency proceeding by the Corporation;
- (e) Subject to Section 3.1.1 of the Affiliation Agreement, elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s Trustees, with or without cause;
- (f) elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s officers, including without limitation the President/Chief Executive Officer of the Corporation, with or without cause;
- (g) elect/appoint and remove and/or approve the election/appointment or removal of any shareholder, member, director, or officer, with or without cause, of the professional corporations and other physicians entities controlled by the Corporation, including Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, Englewood Health Urgent Care, P.C., Physician Partners of Englewood, PC and Emergency Physicians of Englewood, PC, in each case, following consultation with the President of the Corporation;
- (h) initiate and/or approve the establishment by the Corporation of any new affiliation with a medical school;
- (i) initiate and/or approve the Corporation’s participation in any joint venture or joint enterprise with one or more other entities;
- (j) initiate and/or approve, and monitor the Corporation’s performance relative to, the Corporation’s operating and capital budgets;

- (k) initiate and/or approve, and monitor the Corporation's performance relative to, the Corporation's strategic, financial, capital and operating plans;
- (l) initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Corporation's real or personal property or any interest therein owned by the Corporation;
- (m) initiate and/or approve the incurrence of any indebtedness (not included in the Corporation's approved operating or capital budgets); and
- (n) to the extent not expressly set forth above, direct or require the Corporation to take any other lawful acts or actions with respect to the Corporation's business, affairs, management, properties or activities that RWJBH may direct.

For purposes of this Exhibit, the term "initiate" means the right of RWJBH (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Corporation, and the term "approve" means the right of RWJBH to approve any action that is initiated and/or approved by the Corporation (including the Corporation's governing body) as an initial matter.

The Reserved Powers of RWJBH in this Exhibit also shall apply to any Affiliate of the Corporation. For purposes of this Exhibit, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Corporation directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Corporation has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Exhibit and the provisions of the governing documents of the Corporation or any Affiliate, this Exhibit shall control unless such governing documents were duly adopted and approved by RWJBH pursuant to this Exhibit, in which case the provisions of the governing document of the affected Affiliate shall control.

EXHIBIT D

ENGLEWOOD ORGANIZATIONAL DOCUMENTS

See attached.

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**AMENDED AND RESTATED BYLAWS
OF
ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC. D/B/A ENGLEWOOD HOSPITAL**

Adopted by Board and approved by Member Board, [●], 202[●]

AMENDED AND RESTATED BYLAWS OF ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC. D/B/A ENGLEWOOD HOSPITAL

A New Jersey Nonprofit Corporation

PREAMBLE

The Board of Trustees (“Board”) of Englewood Hospital and Medical Center, Inc. d/b/a Englewood Hospital a New Jersey nonprofit corporation, hereinafter referred to as the “Corporation” or the “Medical Center,” with the consent and approval of the sole member of the Corporation, RWJ Barnabas Health, Inc., d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (hereinafter referred to as the “Member” or “RWJBH”), does hereby adopt the following amended and restated bylaws (the “Bylaws”), which are intended to supersede all prior Bylaws of the Corporation, effective [●], 202[●] (the “Adoption Date”).

OBJECTIVES

The objectives of the Corporation shall include:

- (a) To establish and maintain a hospital for care of persons suffering from illnesses or disabilities to the extent of the facilities and services available;
- (b) To carry on any educational activities related to providing care to the sick and injured or the promotion of health, which in the opinion of the Board may be justified by the facilities, personnel, funds or other requirements that are, or can be made, available;
- (c) To promote and carry on scientific research related to the care of the sick and injured insofar as, in the opinion of the Board of the Corporation, such research can be carried on in, or in connection with, the hospital operated by the Corporation; and
- (d) To participate, so far as circumstances may warrant, in any activity designed and carried on to promote the general health of the residents of the communities served.

BYLAWS

**ARTICLE I
ROLE AND PURPOSE**

The vision of the Medical Center is to become the regional leader in providing high-quality state-of-the-art compassionate care in a humanistic environment. This vision is actualized per the Medical Center’s mission statement and strategic directives which include but are not limited to:

- Provide high-quality state-of-the-art services;
- Emphasize caring and other human values in the treatment of patients and in relations among employees, Medical Staff and community;
- Be a center of education and research;

- Provide employees and Medical Staff with maximum opportunities to achieve their personal and professional goals.

Section 1. General

The Corporation is organized for charitable, scientific and educational purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, or any corresponding provisions of any subsequent federal tax laws, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said section. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as permitted by §501(h) of the Internal Revenue Code of 1986 or any subsequent federal tax laws. The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under §501(a), described in §501(c)(3), contributions to which are deductible under §170(c)(2) of the Internal Revenue code of 1986, or any corresponding provisions of any subsequent federal tax laws (hereinafter referred to as “exempt organizations”).

Section 2. Specific Role and Purposes

The specific role and purposes of the Corporation shall be:

- (a) To provide acute hospital inpatient, outpatient, and related services to all people without regard to their race, religion, gender, sexual orientation or national origin;
- (b) To engage in education and research programs that are generally associated with institutions of its type;
- (c) To carry on such activities related to the promotion of community health, which in the opinion of the Board may be justified by the facilities, personnel, funds or other requirements that are or can be made available; and
- (d) To engage in any and all activities consistent with or in furtherance of the above purposes.

ARTICLE II **MEMBER OF THE CORPORATION**

Section 1. Qualifications

The sole member of the Corporation shall be RWJBH.

Section 2. Powers of the Member

Notwithstanding anything to the contrary contained in these Bylaws, pursuant to N.J.S.A. 15A:5-19(b), the following reserved powers shall be vested in the Member (the “Reserved Powers”):

- (a) initiate and/or approve any amendment or change to the Corporation's certificate of incorporation;
- (b) initiate and/or approve any amendment or change to, or repeal of, the Corporation's Bylaws;
- (c) initiate and/or approve any merger or consolidation of the Corporation, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation's assets;
- (d) initiate and/or approve a dissolution, conversion or liquidation of the Corporation, including any bankruptcy filing or any insolvency proceeding by the Corporation;
- (e) Subject to Section 3.1.1 of that certain affiliation agreement (the "Affiliation Agreement") between RWJBH and Englewood Healthcare Foundation, d/b/a Englewood Health, a New Jersey nonprofit corporation, dated [●], 2025 (the "Affiliation"), elect/appoint and remove and/or approve the election/appointment or removal of the Corporation's Trustees, with or without cause;
- (f) elect/appoint and remove and/or approve the election/appointment or removal of the Corporation's officers, including without limitation the President/Chief Executive Officer of the Corporation, with or without cause;
- (g) elect/appoint and remove and/or approve the election/appointment or removal of any shareholder, member, director, or officer, with or without cause, of the professional corporations and other physicians entities controlled by the Corporation, including Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, Englewood Health Urgent Care, P.C., Physician Partners of Englewood, PC and Emergency Physicians of Englewood, PC, in each case, following consultation with the President of the Corporation;
- (h) initiate and/or approve the establishment by the Corporation of any new affiliation with a medical school;
- (i) initiate and/or approve the Corporation's participation in any joint venture or joint enterprise with one or more other entities;
- (j) initiate and/or approve, and monitor the Corporation's performance relative to, the Corporation's operating and capital budgets;
- (k) initiate and/or approve, and monitor the Corporation's performance relative to, the Corporation's strategic, financial, capital and operating plans;
- (l) initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition (other than disposition of worn or obsolete property), or any lien on or mortgage or other encumbrance of any of the Corporation's real or personal property or any interest therein owned by the Corporation;
- (m) initiate and/or approve the incurrence of any indebtedness (not included in the Corporation's approved operating or capital budgets); and

- (n) to the extent not expressly set forth above, direct or require the Corporation to take any other lawful acts or actions with respect to the Corporation's business, affairs, management, properties or activities that RWJBH may direct.

For purposes of these Bylaws, the term "initiate" means the right of the Member (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Corporation, and the term "approve" means the right of the Member to approve any action that is initiated and/or approved by the Corporation (including the Corporation's governing body) as an initial matter.

The Reserved Powers of the Member in this Section also shall apply to any Affiliate of the Corporation. For purposes of these Amended and Restated Bylaws, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Corporation directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Corporation has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Section and the provisions of the governing documents of the Corporation or any Affiliate, this Section shall control unless the governing documents of an Affiliate were duly adopted and approved by the Member pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control.

Section 3. Voting Rights

Unless otherwise directed by the RWJBH Board, the Member shall take all action and cast all votes by and through the vote of RWJBH's President or his/her designee from time to time.

Section 4. Member's Action Without a Meeting

In lieu of meetings, any action that may be taken by the Member shall be evidenced by a consent in writing setting forth such action signed by the President of the Member and filed in the minute book of this Corporation.

ARTICLE III **BOARD OF TRUSTEES**

Section 1. Powers

Subject to the limitations of the Certificate of Incorporation, these Bylaws (including the Reserved Powers of the Member set forth herein), and the nonprofit corporation statutes concerning corporate action that must be authorized or approved by the Member of the Corporation, all corporate powers shall be exercised by or under the authority of the Board, and the management and affairs of the Corporation shall be conducted by the Board.

Subject to these Bylaws (including the Reserved Powers of the Member set forth herein), the Board shall have full power and authority to approve Bylaws, rules and regulations for the Medical Staff and to appoint, suspend or remove any practitioner from the Medical Staff.

Section 2. Particular Responsibilities

The Board retains ultimate responsibility for the quality of patient care throughout the Medical Center. The Board shall fulfill its responsibility for quality patient care through a focus on performance improvement, Medical Staff credentialing, and risk management.

Section 3. Composition of the Board

- (a) The Board shall consist of a maximum of fifteen (15) Trustees including:
 - (1) Four *ex officio* members consisting of: the individual who from time to time serves as the President; the President of the Medical Staff (who shall be the Chairperson of the Medical Executive Committee); the Vice President of the Medical Staff; and the immediate Past President of the Medical Staff; and
 - (2) a maximum of eleven (11) members at-large, who shall include no fewer than two additional members of the Medical Staff, all of whom shall be elected by the Member of the Corporation at its annual meeting.
- (b) Subject to the foregoing, any individual 21 years of age or older shall be eligible to be elected as a Trustee. Trustees should be selected on the basis of the factors set forth in Article VI, §7(b)(1), (2) and (3).
- (c) From the Adoption Date until the fifth anniversary thereof, the Board shall include at least four Legacy Trustees, and from the fifth anniversary of the Adoption Date until the 10th anniversary of the Adoption Date, the Board shall include at least two Legacy Trustees. A “Legacy Trustee” shall mean an individual who served as a Trustee immediately prior to the Adoption Date.
- (d) If, at any time prior to the tenth (10th) anniversary of the Adoption Date, no trustee remains on the Board who was a Legacy Trustee, then all decision-making authority given to the Board with respect to the waiver or amendment of rights under Article IV, Section 5(c) of these Bylaws will be vested in the Legacy Board (as defined in the Affiliation Agreement) and, to the extent required by applicable law, the Member and the Board shall take such actions as may be necessary to allow the Legacy Board to exercise such vested authority.

Section 4. Terms of Trustees

- (a) Except as provided in this section, each Trustee shall hold office for the term for which the Trustee is elected or appointed and until the Trustee’s successor shall have been elected (or appointed) and qualified or until the Trustee’s earlier death, resignation or removal.
- (b) At-Large Trustees shall be elected to an initial term of one year, and may thereafter be elected to a maximum of one additional consecutive two-year term and two

additional consecutive three-year terms. Such terms shall be staggered to maintain continuity.

- (c) Other than as waived by the Member, from and after January 1, 2023, no Trustee, other than the President and Legacy Trustees, shall be eligible to serve more than nine consecutive years as a Trustee, provided, however, that (1) a partial year's service and/or service as an officer of the Corporation shall not count towards the nine-year limitation; (2) a Trustee may return to the Board after a break in service; and (3) on the recommendation of the Chairperson, a Trustee who has served for nine consecutive years may be elected to a succeeding one-year term, and shall thereafter be eligible to be elected to one or two additional three-year terms. In the event that an officer who has previously served nine consecutive years as a Trustee is not re-elected to an officer position, the individual's term as Trustee shall thereupon end, and a vacancy shall exist in the position of Trustee.

Section 5. Vacancies

Vacancies occurring on the Board, including those by resignation or removal, and any vacancy created by an increase in the number of Trustees, shall be filled by the Member of the Corporation. A Trustee elected to fill a vacancy shall hold office for the remainder of the original Trustee's term.

Section 6. Resignation or Removal and Attendance Requirements

- (a) A Trustee may resign at any time by tendering a resignation in writing to the Chairperson or Secretary, which shall become effective upon receipt by the Corporation at its principal place of business.
- (b) The Member or a majority of the Board may remove any Trustee from office, with cause.
- (c) Trustees shall be expected to attend and participate in Board meetings unless unavoidably prevented from doing so.
- (d) Resignation or removal as a Trustee shall also constitute resignation or removal as an officer of the Corporation.

Section 7. Compensation of Trustees and Committee Members

Trustees and members of all committees shall receive no compensation for any services rendered in those capacities. However, nothing contained herein shall be construed to preclude any Trustee or committee member from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation in any other capacity.

Section 8. Conflicts of Interest

The Board of Trustees of the Corporation shall adopt and be subject to the conflict of interest policy of the Member.

ARTICLE IV
MEETINGS OF THE BOARD

Section 1. Annual Meeting

The Board shall hold its annual meeting following each annual meeting of the Member for the purpose of the election of trustees and officers, subject to the Reserved Powers, and the transaction of such other business as may come before the meeting.

Section 2. Regular Meetings

In addition to the annual meeting, the Board shall hold regular meetings three times per year. Each regular meeting shall be held following the corresponding regular meeting of the Member. Meeting dates shall be determined by the Chairperson, after consultation with the Member. Business to be transacted at any regular meeting of the Board shall not be limited to those matters set forth in the notice of meeting.

Section 3. Special Meetings

Special meetings of the Board may be called at any time by the Member, or, with the Member's approval, by the Chairperson of the Board, the President/Chief Executive Officer, or upon receipt of the written request of any five or more Trustees. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.

Section 4. Notice and Waiver

Trustees shall be given written notice of the annual meeting and of each regular and special meeting of the Board and such notice shall set forth the time and place of the meeting and notice of the matters of business to be transacted. Such notice shall be signed by the Secretary or an Assistant Secretary and shall be delivered to each Trustee either personally or by mail or electronic mail to the Trustee's residence or place of business as listed in the President's office not less than three days prior to such meeting in the case of the annual meeting and regular meetings and not less than 24 hours prior to such meeting in the case of special meetings. Notice of any meeting of the Board may be waived by the execution of a written waiver of such notice, either before or after the holding of such meeting by any Trustees. Such waiver shall be filed with or entered upon the records of the meeting. The attendance of any Trustees at any such meeting without protesting the lack of proper notice at the commencement of the meeting shall be deemed to be a waiver by such Trustees of notice of the meeting.

Section 5. Quorum and Voting

- (a) A majority of the Trustees shall constitute a quorum for the transaction of business. In addition to those Trustees who are actually present at a meeting, Trustees shall be deemed as present at such meeting if a telephone or other electronic communications equipment by means of which all persons participating in the meeting can hear each other at the same time is used. After a quorum has been established at a meeting of the Board, the subsequent withdrawal of Trustees from the meeting so as to reduce the number of Trustees present to fewer than the number required for a quorum shall not affect the validity of any action taken by the Board at the meeting or any adjournment thereof. Proxy voting shall not be permitted. RWJBH's President and CEO, or his or her designee shall be entitled to attend Board meetings in the capacity of a non-voting invitee.

- (b) Except as set forth in Article IV, Section 5(c), the act of a majority of Trustees present and voting at a meeting at which a quorum is present shall constitute the action of the Board.
- (c) Notwithstanding the foregoing, the following actions will require a majority vote of the Legacy Trustees (defined in Article III, Section 3(c)):
 - (1) Waiver of the requirement that the composition of the Board include the applicable number of Legacy Trustees described in Article III, Section 3(c);
 - (2) Approval of any substantive change to the Strategic Plan (as defined in the Affiliation Agreement) that occurs within three and one-half years of the Adoption Date; provided, however, that any changes to the Strategic Plan resulting from any of the following shall not require the approval of any of the Legacy Trustees: (a) public health emergencies; (b) material changes to any reimbursement policy of any Federal Health Care Program; or (c) material changes to any industry-wide standards of care.
 - (3) Approval of Englewood Hospital and Medical Center Foundation, Inc., d/b/a Englewood Health Foundation ceasing to be a separate legal entity whose sole member is RWJBH.
 - (4) Approval of any material reduction in workforce of the Corporation or its subsidiaries occurring within eighteen (18) months following the Adoption Date.
 - (5) Until the 6th anniversary of the Adoption Date, approval of any changes to the indemnification obligations set forth in Article X with respect to any person who served as a director, committee member, trustee, officer, or senior or executive vice president of the Corporation or any of its subsidiaries on or prior to the Adoption Date (unless required by law) (each, a “Covered Person”);
 - (6) Until the 10th anniversary of the Adoption Date, approval of any decision by the Corporation not to extend indemnity under Article X hereof to any Covered Person for actions or proceedings to which the Covered Person would have been entitled to indemnity under Article X, to the extent the conduct giving rise to such actions or proceedings occurred prior to the Adoption Date; provided, however, only Legacy Trustees who are not seeking indemnity shall be entitled to vote on such matter.

Section 6. Adjournment

A majority of the Trustees present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Trustees who are not present at the time of the adjournment.

Section 7. Board and Board Committee Action Without Meeting

Any action that may be taken at a meeting of the Board or a Board Committee may be taken without a meeting if, prior to such action, a consent in writing setting forth such action is signed by all of the Trustees or members of the committee, as the case may be, and is filed in the minutes of the proceedings of the Board or of the committee. Any action requiring the vote of a majority of the Legacy Trustees may be taken without a meeting if, prior to such action, a consent in writing setting forth such action is signed by all of the Legacy Trustees, and is filed in the minutes of the proceedings of the Board. Such consent, in each case, shall have the same effect as a unanimous vote.

Section 8. Agenda and Minutes

The agenda of each Board meeting shall be developed by the Chairperson in consultation with the President, provided it shall be consistent with the format approved by the Member. Minutes of each meeting of the Board shall be taken by the Secretary or designee in the format approved by the Member and be disseminated to each Trustee prior to the next regular meeting of the Board.

ARTICLE V
OFFICERS

Section 1. Officers

The officers of the Corporation shall be the Chairperson, the Vice Chairperson, the President, the Secretary, the Treasurer, and such other officers as may be appointed pursuant to these Bylaws. The officers specifically identified above, with the exception of the President, Treasurer and Secretary, shall be elected by the Board at its annual meeting. Such elected officers shall hold office for a term of three years or until their successors are elected and qualified except in the event of their earlier death, resignation or removal. Such elected officers may serve a maximum of two three-year terms in each position. Except for the Chairperson and Vice-Chairperson, officers need not be Trustees. One person may hold two or more offices, unless otherwise prohibited by law. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Corporation.

Section 2. Vacancies

A vacancy in any office because of death, resignation or removal shall be filled by the Member for the unexpired term of such office.

Section 3. Resignation or Removal of Officers

An officer may resign at any time by tendering a resignation in writing to the Chairperson or Vice Chairperson of the Board. The resignation becomes effective immediately upon receipt. Elected officers may be removed from office at any time with cause by the Member. Appointed officers may be removed by the body or individual who appointed them.

Section 4. Duties

The Chairperson of the Board, or the Vice Chairperson in the absence of the Chairperson, shall preside at all meetings of the Board. The President shall be the chief executive officer of the Corporation. Subject to the foregoing, the officers of the Corporation shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, the

Certificate of Incorporation, these Bylaws, or as may be assigned to them from time to time by the Board or the Member.

Section 5. Chairperson

The Chairperson shall preside at all meetings of the Board and shall appoint all committees and their chairmen in accordance with these Bylaws. The Chairperson shall have such other duties and responsibilities as shall be delegated by these Bylaws and by the Board or the Member from time to time.

Section 6. Vice Chairperson

In the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson and in so acting shall have all the powers and authority of the Chairperson. The Vice Chairperson shall perform such other duties as shall be delegated by these Bylaws and as from time to time shall be assigned by the Chairperson or the Board or the Member.

Section 7. Secretary

The Secretary shall cause to be kept all of the records of the Corporation except the financial records, record the minutes of the meetings of the Board, send out all notices of meetings, attest to the seal of the Corporation where necessary or required, and perform such other duties as may be assigned by the Member, the Board, or the Chairperson. The Secretary also shall keep or cause to be kept a current register of the names and addresses of each Trustee.

Section 8. Treasurer

The Treasurer shall ensure that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board.

Section 9. President

The President shall be appointed by the Member and shall be the Chief Executive Officer of the Corporation and a Trustee *ex officio* with vote. The President serving as the Chief Executive Officer shall have the knowledge and skills necessary to perform the duties of the Medical Center's senior leader, including, but not limited to, education and relevant experience. The President shall have all authority and responsibility necessary to operate the Corporation in all of its activities and departments, similar to the Chief Executive Officer of a business corporation, subject only to such policies as may be issued by the Member. The President shall act as the duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. The President shall report as directed to the Chairperson between Board meetings and to the Board at each meeting on matters relating to the Corporation. In the absence of both the Chairperson and the Vice Chairperson of the Board, or in the event of their inability to act, the President shall assume the duties of the Chairperson. In addition, the President shall have the following specific powers, to be exercised in accordance with the provisions of the Medical Staff Bylaws:

- (a) To grant temporary privileges to Medical Staff applicants;
- (b) To summarily suspend all or any portion of the clinical privileges of any practitioner whenever the President believes such action must be taken immediately in the best interests of the Medical Center or its patients with respect to patient care or safety or to prevent disruption of the Medical Center's operation.

Section 10. Other Officers

The Member may appoint one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, and such other officers having such duties and responsibilities as the Member shall deem advisable. Such officers need not be Trustees.

Section 11. Compensation

The compensation of the President shall be fixed from time to time by the Member, and the President shall not be prevented from receiving such compensation by reason of the fact that such officer is also a Trustee of the Corporation, as applicable. No other officer, except for the Treasurer and Secretary who shall be employed by the Corporation or an affiliate of the Member, and Vice Presidents, Assistant Secretaries, or Assistant Treasurers approved by the Member, shall receive compensation from the Corporation (or, as applicable, an affiliate of the Member) for such service.

Section 12. Delegation of Duties

In the absence or disability of any officer, or for any other reason deemed sufficient by the Member, the Member may delegate the officer's powers or duties to any other officer or to any other Trustee.

**ARTICLE VI
COMMITTEES OF THE BOARD**

Section 1. General

- (a) The Chairperson shall appoint the members and the chairperson of all committees of the Board. Unless otherwise specified, committee members may include persons other than Board members. These appointments shall be made by the first meeting of the Board after its annual meeting. The Chairperson and the President shall be members of all committees *ex officio* but without vote unless specifically named as a member of a particular committee.
- (b) Each member of a committee shall be appointed for a term of one year, unless otherwise specified in these Bylaws.
- (c) Subject to compliance with these Bylaws, meetings of any committee may be called by the chairperson of such committee by giving notice of such meeting to all members at least 48 hours prior to such meeting. Regular meetings of the committees may be held without notice at such time and at such place as shall from time to time be determined by such committees. Subject to approval by the Member, special meetings of such committees may be called by the chairperson thereof upon two days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Board meetings.
- (d) Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to

fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting.

- (e) Each committee shall keep minutes of its meetings in the format approved by the Member and report to the Board as necessary with recommendations, and shall submit to the Board in a format approved by the Member an annual report of its activities and accomplishments.
- (f) A member of any committee may resign at any time by tendering resignation in writing to the Chairperson. The Board may, by a majority vote, remove any member from a committee, with or without cause.
- (g) No committee of the Board shall have authority to exercise any power or perform any of the Reserved Powers, and no committee shall take any action that exceeds the powers of the Board under these Bylaws or applicable law. All committees shall operate subject to the oversight and control of the Board.

Section 2. Standing Committees

Standing committees shall be those named in subsequent sections of this Article and shall have and may exercise all of the powers provided for in these Bylaws. Standing committees shall become thoroughly informed of their duties, shall give careful consideration to matters of policy and are expected and empowered to make recommendations. Standing committees shall meet no fewer than three (3) and no more than four (4) times per year. Notwithstanding the foregoing, the Quality Committee or a subcommittee thereof may meet more frequently as needed to approve privileges for new Medical Staff members. Each standing committee meeting shall be held following the corresponding meeting of the Member's standing committees. Standing committee meeting dates shall be determined by the Chairperson, in consultation with the Member.

Section 3. Special Committees

Ad hoc or special committees may be created as required by the Chairperson or by the Board, with approval by the Member.

Section 4. Quality Committee

(a) Composition

The Quality Committee shall consist of no fewer than five and no more than ten members as identified in its charter, which shall be approved by the Member and adopted by the Board.

(b) Duties

The Quality Committee shall serve as the liaison among the Board, the Medical Staff and the Medical Center's management on matters concerning quality assessment and improvement, risk management, and safety programs. The Committee's responsibilities shall include, without limitation:

- (1) Overseeing the Medical Center's performance improvement efforts and compliance with the requirements of any accrediting, licensing or regulatory bodies;

- (2) Reporting to the Board periodically with respect to the Medical Center's quality indicators and safety programs;
- (3) Providing guidance and recommendations to the Board with respect to the Medical Center's patient rights and ethics policies;
- (4) To receive reports from the Institutional Review Board and to forward same to the Board for Review;
- (5) Acting on behalf of the Board of Directors to review and approve (or disapprove) the recommendations made by the Medical Staff or its committees concerning initial appointments, reappointments, extensions and other changes in privileges or staff status, leaves of absence and resignations, subject to the following conditions and limitations:
 - (A) The Quality Committee may not act without a quorum, which requires the presence of a majority of the Committee members, at least half of whom shall be Quality Committee members who are also Trustees.
 - (B) The Quality Committee may not act upon any recommendations concerning disciplinary actions, involuntary suspensions or other involuntary restrictions on medical staff membership or privileges, except for approval of temporary administrative suspensions that do not give rise to due process rights under the Medical Staff Bylaws.
 - (C) All minutes of the Quality Committee, and any minutes of the Medical Staff or its committees that were considered and acted upon by the Quality Committee, must be provided to the Board at the Board's next regular meeting following the Quality Committee meeting.
 - (D) All actions of the Committee are subject to review by the Board, and any and all actions of the Committee may be reversed by the Board. In the event the Board concurs with the Quality Committee's disapproval of a recommendation issued by the Medical Staff, the matter shall be referred to an ad hoc committee comprised of representatives of both the Medical Staff and the Board for conflict resolution, in accordance with such procedures as shall be established in a Conflict Resolution Policy approved by the Member and adopted by the Board.
- (6) Fulfilling such other roles and responsibilities as are provided for in its charter.

Section 5. Nominating, Governance and Community Engagement Committee

(a) Composition

The Nominating, Governance and Community Engagement Committee shall consist of no fewer than five and no more than seven members.

(b) **Duties**

The Nominating, Governance and Community Engagement Committee shall provide recommendations to the Board on matters relating to the Corporation's governance, performance management, and community relations. The Committee's responsibilities shall include, without limitation:

- (1) Recommending nominees for membership on the Board and for election as Officers of the Board, evaluating member performance prior to the annual meeting in anticipation of the election of Board members, and overseeing accountability measures and ethical standards concerning Board members;
- (2) Reviewing and making recommendations concerning the Medical Center's goals and performance against such goals;
- (3) Identifying and recommending to the Board opportunities for the Medical Center to develop programs or partnerships that promote the local community health and strengthen relationships with key community partners; and
- (4) Fulfilling such other roles and responsibilities as are provided for in its charter, which shall be approved by the Member and adopted by the Board.

ARTICLE VII
MEDICAL STAFF

Section 1. General

The Board shall appoint a Medical Staff operating in accordance with these Bylaws and the Bylaws, rules and regulations of the Medical Staff. The Medical Staff shall operate as an integral part of the Medical Center and, through its department chairpersons, committees and officers, shall be responsible and accountable to the Board for the discharge of those duties and responsibilities delegated to it by the Board from time to time.

Section 2. Medical Staff Bylaws, Rules and Regulations

In recommending and adopting Medical Staff Bylaws, rules and regulations, the Medical Staff shall follow the procedures set forth in the Medical Staff Bylaws. Only such Medical Staff Bylaws, rules and regulations as are approved by the Board shall be effective. In the event of a conflict between the provisions of the Medical Staff Bylaws and these Bylaws, the provisions of these Bylaws shall control.

Section 3. Medical Staff Appointment and Clinical Privileges

The Board may appoint to the medical staff graduates of recognized professional schools meeting the minimum personal and professional qualifications prescribed in the Medical Staff Bylaws and may assign clinical privileges to them. Individuals so appointed shall have full responsibility for treatment of Medical Center patients subject only to such limitations as the Board and its designees may impose, and to

the Medical Staff Bylaws, rules and regulations. Appointments shall be provisional for a period of at least one year, renewable in accordance with the reappointment procedures set forth in the Medical Staff Bylaws.

Section 4. Procedures for Board Actions Pertaining to Medical Staff Applicants or Members

- (a) At its next regular meeting after receipt of a recommendation from the Quality Committee concerning an applicant for Medical Staff appointment or concerning a medical staff member, including appellate review of a proceeding for corrective action under the Medical Staff Bylaws, the Board shall act in the matter. The Board retains the absolute discretion to take any action it deems in the best interest of the Medical Center and the decision of the Board shall be conclusive. However, if the recommendation of the Quality Committee to the Board is to overturn a final recommendation of the Medical Executive Committee, the Quality Committee shall first notify the Chairperson of the Medical Executive Committee and afford the Chairperson an opportunity to present the committee's point of view and reasoning to the Quality Committee before providing a final recommendation to the Board.
- (b) At any time in its consideration of such recommendations, the Board may in its absolute discretion defer final determination by referring the matter to a committee of its choice for further consideration. Any such referral shall state the reasons therefor, shall set a time limit within which a subsequent recommendation to the Board shall be made, and may include a directive that an additional hearing be conducted to clarify issues which are in doubt. At its next regular meeting after receipt of such subsequent recommendation, the Board shall act in the matter. The Board's decision shall be conclusive.
- (c) Whenever the Board (1) determines to reject a recommendation of the Quality Committee favorable to an applicant for staff appointment, either with respect to appointment or to clinical privileges, (2) determines to reject a recommendation of the Quality Committee favorable to a member of the Medical Staff with respect to reappointment, promotion in staff category or increase in clinical privileges, or (3) receives a recommendation from the Quality Committee that a final recommendation of the Medical Executive Committee favorable to an applicant for staff appointment or a Medical Staff member with respect to clinical privileges or staff appointment should be overturned, the Board shall follow the procedures set forth in the Medical Staff Bylaws and the Conflict Resolution Policy referenced in Article VI, Section 4(b)(D).
- (d) Whenever the Board determines on its own motion and without a prior Quality Committee recommendation to decrease the clinical privileges of a member of the Medical Staff or revoke the member's staff appointment, the Board shall, before taking final action, afford the member a fair hearing and appellate review as set forth in the Medical Staff Bylaws.
- (e) When the Board acts finally in the matter, it shall send notice of such decision through the President by certified mail, return receipt requested, or via overnight mail with delivery confirmation to the applicant or member involved and shall notify the Medical Executive Committee and Credentials Committee of the Medical Staff and the Chairperson of the department concerned.

- (f) If appointment or reappointment is finally denied by the Board, or if Medical Staff appointment and clinical privileges are revoked or terminated, the applicant or member, after the expiration of two years from the date of such action, may reapply for appointment to the Medical Staff, unless the Board provides otherwise in its decision.

Section 5. Medical Staff Departments, Committees and Officers

The chairperson of all Medical Staff departments, the chairperson and members of all Medical Staff committees, and the officers of the Medical Staff shall be elected or appointed in accordance with the provisions of the Medical Staff Bylaws and these Bylaws, as the case may be, and shall be subject to the approval of the Board prior to assuming their duties in those offices. Said individuals shall act on behalf of the Medical Center when performing their duties under the Bylaws and shall perform such additional duties as may be assigned from time to time by the Board or the President.

Section 6. Medical Staff Chiefs

- (a) The Board shall appoint the Chiefs of all departments of the Medical Staff upon recommendation of the Credentials Committee and Medical Executive Committee of the Medical Staff.
- (b) The Board shall determine in its sole discretion whether the Chiefs of certain departments of the Medical Staff should be full-time paid positions. All full-time paid Chiefs shall be selected in accordance with the Search Committee process specified in the Medical Staff. If the Search Committee cannot select a candidate acceptable to the Board, then the Board, after consultation with the Credentials Committee and the Medical Executive Committee, shall appoint an interim Chief of the Department and the Search Committee shall continue attempting to nominate a suitable candidate for the position.
- (c) All Associate and Section Chiefs shall be appointed by the Board, upon the recommendation of the Chief of the department concerned to the Credentials Committee, which shall then make its recommendation to the Medical Executive Committee, which in turn will make its recommendation to the Board. Associate and Section Chiefs shall serve at the discretion of their Chief, but in no event longer than the tenure of their Chief.

Section 7. Medical Staff Responsibilities

- (a) **Privileges**

Each member of the Medical Staff shall practice only within the scope of the privileges as granted by the Board. Only Medical Staff members with admitting privileges may admit patients to the Medical Center.

- (b) **Responsibility for Patients**

Each patient's general medical condition shall be the responsibility of a qualified member of the Medical Staff.

ARTICLE VIII
AUXILIARY ORGANIZATIONS

Any auxiliary organizations that may be established by the Board and approved by the Member shall be responsible and accountable to the Board for the discharge of those duties and responsibilities delegated to it by the Board from time to time. In establishing an auxiliary organization, the Board shall initiate or approve bylaws, delineate the purpose and function of the organization and shall initiate or approve any and all subsequent amendments thereto. Auxiliary organizations shall report to the Board in a manner established by the Board from time to time. Nothing in this Article shall require the Board to establish any auxiliary organizations and the Board shall retain the power to change, restructure, reorganize or dissolve any such organization if established. All services and functions performed by such auxiliary organizations shall be subject to the overall supervision and direction of the President.

ARTICLE IX
FISCAL MATTERS

Section 1. Fiscal Year

The fiscal year of the Corporation shall be established by the Member from time to time.

Section 2. Execution of Instruments

Subject to the Reserved Powers,

- (a) Unless otherwise specifically determined by the Board or otherwise required by law, formal contracts of the Corporation, promissory notes, deeds of trust, mortgages or other evidences of indebtedness of the Corporation, and other corporate instruments or documents, shall be executed, signed or endorsed by the President or such other officers or agents of the Corporation to whom the Member shall have delegated such power, and may have the corporate seal affixed thereto.
- (b) Endorsements for deposit of commercial paper to the credit of the Corporation in any of its duly authorized depositories may be made, without countersignature, by the President or such other officers or agent of the Corporation to whom the Member shall have delegated such power, or by hand stamped impression in the name of the Corporation.
- (c) All checks, drafts, or other order for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by the President or such other person or persons and in such manner as shall be determined from time to time by the Member.

Section 3. Deposits of Funds

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation with such banks, bankers, trust companies, or other depositories as the Member may select or any other officer or officers, agent or agents of the Corporation to whom such power may be delegated from time to time by the Member.

ARTICLE X
INDEMNIFICATION

Section 1. Indemnification

The Corporation shall indemnify to the full extent from time to time permitted by Section 15A:3-4 of the New Jersey Nonprofit Corporation Act (the “Act”) with the same force and effect as if same had been organized under said Act, any person made, or threatened to be made a party to any pending, threatened or completed civil, criminal, administrative or arbitral action, suit or proceeding and appeal therein (and any inquiry or investigation that could lead to such action, suit or proceeding) by reason of the fact that he/she is or was a Trustee, officer or employee of the Corporation or, with approval of the Member, serves or served any other enterprise as a trustee, officer or employee of such enterprise’s board, officer or employee at the request of the Corporation. The foregoing indemnification shall be in addition to, and not in restriction or limitation of, any privileges or power that the Corporation may have with respect to the indemnification of its Trustees, officers or employees.

Section 2. Indemnification Insurance.

The Member on behalf of the Corporation or, with the Member’s approval, the Corporation shall have the power to purchase for the Corporation any insurance necessary or available to pay for any costs, expenses or liabilities incurred by the Corporation on account of the indemnification provisions of these Bylaws.

ARTICLE XI
DISSOLUTION

Upon the dissolution of the Corporation, the Member shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation to the Member if qualified under 501(c)(3) of the Internal Revenue Code of 1986, as amended, otherwise, in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under 501 (c)(3) of the Internal Revenue Code of 1986, (or the corresponding provision of any future United States Internal Revenue law) as the Member shall determine.

ARTICLE XII
AMENDMENTS

These Bylaws and the certificate of incorporation may be amended solely by the Member; provided, however, that any such amendment to the Bylaws shall not be inconsistent with the Affiliation Agreement, amend Article X with a retroactive effect or amend this Article XII to remove the protections set forth in this sentence. The Board may, but is not required to, recommend an amendment to the Bylaws or certificate of incorporation, which the Member may approve in its sole discretion.

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**AMENDED & RESTATED BYLAWS
OF
EMERGENCY PHYSICIANS OF ENGLEWOOD, P.C.**

ARTICLE I.
NAME, PURPOSE AND ACTIVITIES

1. Name. The name of this Professional Service Corporation is **EMERGENCY PHYSICIANS OF ENGLEWOOD, P.C.** (“Corporation”).

2. Purpose. The purposes of the Corporation are exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), particularly to engage in the practice of emergency medicine and related services pursuant to The Professional Services Corporation Act, N.J.S.A. 14A:17-1 et seq. (the “Act”), in furtherance of the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation (“EHMC”), to the extent described in Code Section 501(c)(3).

3. Activities. Notwithstanding any other provisions contained in these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

ARTICLE II.
SHAREHOLDERS

1. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held either within or without the State of New Jersey, at such time and place as the Board of Directors may designate in the call or waiver of notice thereof, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

2. Special Meetings. A special meeting of shareholders may be called for any purpose by the President, at such times and at such place either within or without the State of New Jersey as may be stated in the call or waiver of notice thereof.

3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders shall be delivered personally or mailed not less than ten (10) nor more than sixty (60) days previous thereto to each shareholder of record entitled to vote at their mailing address appearing upon the records of the Corporation or at such other address as shall be furnished in writing by such shareholder to the Corporation from time to time. Such further written notice shall be given as may be required by law or by these bylaws. Any meeting may be held without notice if the shareholders are present in person or by proxy, or if such shareholders waive notice in writing either before or after the meeting.

4. Quorum. The presence at a meeting (in person or by proxy) of a majority of the shareholders shall, except as otherwise provided by law or by these bylaws, constitute a quorum.

5. Voting. Action of the shareholders shall be determined based on the affirmative vote of a majority of those votes entitled to be cast at a meeting of the shareholders at which a quorum exists.

6. Action by Written Consent. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by written consent of the shareholders, in accordance with, and to the extent permitted by, the Act.

7. Transfer of Shares. No share of the Corporation shall be issued or, except as permitted by applicable law, transferred to anyone other than a duly licensed physician satisfying the requirements of paragraph 8 below or to the Corporation. Notwithstanding the foregoing, transfer of the shares of stock of the Corporation may be subject to the terms and conditions of one or more agreements entered into between such shareholders and EHMC.

8. Restriction on Ownership of Shares. The shares of the Corporation may be issued only to an individual who (a) is duly licensed or otherwise legally authorized in the State of New Jersey to render the same professional service as that for which the Corporation was incorporated, (b) is employed by EHMC or an affiliate thereof, and (c) executes an agreement in a form approved by EHMC relating to transfer of the shares. Each shareholder shall hold legal title to the Corporation's shares solely for the benefit of EHMC. No shareholder of the Corporation may enter into a voting trust agreement or proxy or any other type of agreement vesting another person not a shareholder of the Corporation with the authority to exercise the voting power of any or all of his shares. The estate of a deceased shareholder may continue to hold the shares of such shareholder for a reasonable period of administration of the estate, but shall not be authorized to participate in any decisions concerning the rendering of professional service.

9. Disposition of Shares upon Death or Disqualification of Shareholder. As authorized under the Act, each shareholder shall enter into an agreement providing for the disposition of the Corporation's shares upon the death or disqualification of the shareholder to own shares of the Corporation. Except as otherwise provided in such an agreement or if such an agreement is not in effect at any time, within 375 days following the date of death of the shareholder, or within 90 days following his disqualification to own shares in the Corporation, all of the shares of such shareholder shall be transferred to, and acquired by, the Corporation or persons qualified to own such shares, subject to the approval of EHMC. If such transfer is not otherwise effected within said period, the Corporation shall forthwith purchase and redeem all of his or her shares at their par value.

ARTICLE III. BOARD OF DIRECTORS

1. Powers. Except as otherwise provided in the Corporation's Certificate of Incorporation or these Bylaws, the business of the Corporation shall be managed by its Board of Directors (the "Board"), which shall have charge, control and management of the property, business affairs and funds of the Corporation and shall have the power and authority to perform all necessary and appropriate functions not otherwise inconsistent with these Bylaws, the Certificate of Incorporation, or applicable law.

2. Numbers and Qualifications. The initial Board shall consist of one (1) person, Hillary Cohen, M.D., or such other person, from time to time, who is the sole shareholder of the Corporation. Such number may be modified from time to time by action of the shareholders.

3. Election of Directors; Term of Office. Each director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders or until that director's successor shall have been elected and qualified. The directors shall be elected from nominees designated by EHMC. Each director of the Corporation shall be an employee of EHMC or an affiliate thereof. If any director ceases to be an employee of EHMC or an affiliate thereof, he shall be deemed to have resigned as director of the Corporation, without any further action on his part. Such directorship shall be filled in accordance with these Bylaws.

4. Removal from Office. Any director may be removed from office, with or without cause, by majority vote of the shares entitled to vote.

5. Regular Meeting. A regular meeting of the Board shall be held without notice other than as here stated, immediately following and at the same place as the annual shareholders' meeting, or at such other time as may be fixed by the shareholders.

6. Special Meeting. Special meetings of the Board may be called by or at the request of the President. Absent the designation of any particular location for a special meeting, such meeting shall be held at the principal office of the Corporation.

7. Notice. Notice of any special meeting of the Board shall be given at least two (2) days before the date of the meeting if given orally (either by telephone or in person), or not less than five (5) days before the date of the meeting if given by depositing the notice in the United States mail, postage pre-paid. The attendance of any director at any meeting shall constitute a waiver of notice of such meeting, except in the event a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board must be specified in the notice or waiver of notice of such meeting.

8. Quorum. The participation of a majority of the entire Board shall constitute a quorum for the transaction of business. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation at a meeting in this manner shall constitute presence in person at the meeting.

9. Manner of Acting. Any action approved by the majority of directors present at a meeting at which a quorum exists shall be the act of the Board.

10. Action by Written Consent. Unless specifically prohibited by statute, the Certificate of Incorporation, or these Bylaws, any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then serving. Any such consent signed by the directors shall have the same effect as a vote of the directors, and shall be stated as such in any document filed with the Secretary of State or used for any other purpose.

11. Compensation. The Corporation shall not compensate directors for their services as such. The Board shall have the power, in its discretion, to allow a fixed sum and expenses for attendance at each regular or special meeting of the Board or for otherwise rendering services as a director. The Board shall also have the power, in its discretion, to provide for and pay directors rendering services to the Corporation in any other capacity such as an officer, agent or otherwise.

12. Presumption of Assent. If a director is present at a meeting of the Board at which action on any matter is taken, the director shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent by registered mail to the President of the Corporation within two (2) days after the adjournment of the meeting. Such right to dissent shall not apply if the director voted in favor of such action.

13. Supervision of Practice of Medicine. The Board, or an officer authorized by resolution of the Board, shall have the exclusive power to hire, discharge and set salaries and bonuses of any employee; enter into employment contracts with any employee; schedule working hours, including nights and weekends on-call, for any employee; schedule vacation time for any employee; and assign employees to examine, diagnose, and treat patients of the Corporation.

ARTICLE IV. OFFICERS

1. Titles and Election. At its regular meeting following the annual meeting of shareholders, the Board shall elect a President, a Treasurer, and such other officer as it shall deem necessary. Any two or more offices may be held by the same person. The President shall at all times be a physician duly licensed in the State of New Jersey; other officers of the Corporation may, but need not be, licensed professionals.

2. Terms of Office. The officers shall hold office until their successors are elected and qualified.

3. Removal. Any officer may be removed, with or without cause, at any time by the Board.

4. Resignations. Any officer may resign at any time by giving written notice to the Board. Such resignations shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the shareholders. He shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board, shall have general management and control of the affairs and business of the Corporation; he shall appoint and discharge employees and agents of the Corporation (other than officers elected by the Board) and fix their compensation; and he shall see that all orders and resolutions of the Board are carried into effect. He shall have the power to execute bonds, mortgages, and other contracts, agreements and instruments of the Corporation, and shall do and perform such other duties as from time to time may be assigned to him by the Board.

6. Treasurer. The Treasurer shall oversee the prudent financial operations of the Corporation and the management of its assets and resources. The Treasurer of the Corporation shall be the individual who holds the position of Chief Financial Officer of EHMC. In the event that the Chief Financial Officer of EHMC ceases to serve in such capacity, the Treasurer position shall automatically be filled by the successor Chief Financial Officer of EHMC without further action by the Board. In collaboration with EHMC, the Treasurer shall have authority and responsibility for: (i) the establishment and implementation of all compensation arrangements for physicians and executives employed or retained by the Corporation; (ii) the negotiation and execution of any and

all employment agreements for physicians and executives employed by the Corporation, and any amendments or renewals thereof; (iii) the negotiation and execution of any professional services agreements proposed to be entered into between the Corporation and any other physicians or clinical providers, and any amendments or renewals thereof; and (iv) the preparation of annual operating and capital budgets for the Corporation, and any amendments thereto. The Treasurer shall have such other duties as from time to time may be assigned to him by the Board.

7. Delegation of Duties. In case of absence or disability of any officer of the Corporation, or for any other reasons that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director.

8. Expiration of Term of Office. Upon the expiration of the term of office, by termination or otherwise, of any officer or director, said officer or director shall turn over to his or her successor all monies, property, papers, records and books of the Corporation as may be in his or her possession.

ARTICLE V. INDEMNIFICATION

1. Authority to Indemnify. The Corporation shall indemnify every director, officer, employee and other corporate agent of the Corporation as defined in, and to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporations Act, as the same may be amended from time to time.

2. Insurance. The Board may cause the Corporation to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity as corporate agent, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI. CAPITAL STOCK

1. Certificates. The certificates for shares of the common stock of the Corporation shall be in a form not inconsistent with the Certificate of Incorporation. Each certificate shall be signed by, or in the name of the Corporation, by the President. No certificate shall be issued for any share of stock until such share is fully paid. The Corporation may not issue any of its shares to anyone other than an individual who is duly licensed or otherwise legally authorized to render the same professional service as that for which the Corporation is incorporated.

2. Lost Certificates. The Board may direct a new certificate to be issued in place of any certificate previously issued by the Corporation and alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate, or his legal representative, to give the Corporation an agreement holding the Corporation harmless and indemnifying it against any loss or claim which may arise by reason of the issuance of a new certificate, or to give the Corporation a bond, with sufficient surety, for the same purpose.

3. Record Date. The Board may fix a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of the shareholders, or the shareholders' entitled allotment of any rights, or in order to make a determination of the shareholders or for any other proper purpose. Such date shall not be more than sixty (60) days, nor less than ten (10) days, prior to the date on which the particular action requiring such determination of the shareholders is to be taken. In each such case, except as otherwise provided by law, only such persons as shall be the shareholders of record on the dates so fixed shall be entitled allotment of rights, or otherwise be recognized as the shareholders for the related purpose, notwithstanding any registration or transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

1. Qualifications of Shareholders, Directors, Officers, Employees and Agents. Shareholders, directors, officers, employees and agents of the Corporation at all times shall meet the qualifications, if any, imposed by the Act.

2. Rendering of Professional Services. The Corporation shall not render professional services except through its officers, employees and agents who are duly licensed or otherwise legally authorized to render such professional services within the State of New Jersey.

3. Registered Office and Agent. The registered office of the Corporation in the State of New Jersey is 95 Old Short Hills Road, West Orange, New Jersey 07052. The registered agent of the Corporation at such office is and shall be Margaret H. Campbell, unless and until otherwise determined by the Board.

4. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year.

5. Corporate Seal. The seal of the Corporation, if any, shall be circular in form and contain the name of the Corporation, and the year and state of its incorporation. Such seal may be altered from time to time at the discretion of the Board.

6. Books. There shall be kept at such office of the Corporation as the Board shall determine, within or without the State of New Jersey, correct books and records of account of all of its business and transactions, minutes of the proceedings of its shareholders, Board, and committees, and a record of the names and addresses of the shareholders, the number of shares held by them, respectively, and the dates when they respectively became the owners of record thereof, and in which the transfer of stock shall be registered, and such other books and records as the Board may from time to time determine.

7. Voting of Stock. Unless otherwise specifically authorized by the Board, all rights and powers, including any right to vote, incident to any stock owned by the Corporation, other than stock of the Corporation, shall be exercised in person or by proxy, by the President of the Corporation on behalf of the Corporation in no more restricted manner or limited extent than would apply to any owner thereof.

8. Number. Whenever in these Bylaws references are made to more than one director or shareholder they shall, if there is at any time only one director or shareholder, be construed to mean the solitary person or entity; and all provisions dealing with the quantum of

majorities or quorums shall be deemed to mean the action by the one person constituting the director or shareholder.

ARTICLE VIII.
AMENDMENTS

The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal these Bylaws or to adopt new bylaws. These Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board by the vote of at least a majority of the votes held by the entire Board; *provided that* any bylaw adopted by the Board may be amended or repealed by the shareholders in the manner set forth above.

ARTICLE IX.
CONFLICTS OF INTEREST

The Board of the Corporation shall adopt and be subject to the conflict of interest policy of the member of EHMC.

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**AMENDED & RESTATED BYLAWS
OF
ENGLEWOOD HEALTH URGENT CARE, P.C.**

ARTICLE I.
NAME, PURPOSE AND ACTIVITIES

1. Name. The name of this Professional Service Corporation is **ENGLEWOOD HEALTH URGENT CARE, P.C.** (“Corporation”).

2. Purpose. The purposes of the Corporation are exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), particularly to engage in the practice of emergency medicine and related services pursuant to The Professional Services Corporation Act, N.J.S.A. 14A:17-1 et seq. (the “Act”), in furtherance of the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation (“EHMC”), to the extent described in Code Section 501(c)(3).

3. Activities. Notwithstanding any other provisions contained in these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

ARTICLE II.
SHAREHOLDERS

1. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held either within or without the State of New Jersey, at such time and place as the Board of Directors may designate in the call or waiver of notice thereof, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

2. Special Meetings. A special meeting of shareholders may be called for any purpose by the President, at such times and at such place either within or without the State of New Jersey as may be stated in the call or waiver of notice thereof.

3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders shall be delivered personally or mailed not less than ten (10) nor more than sixty (60) days previous thereto to each shareholder of record entitled to vote at their mailing address appearing upon the records of the Corporation or at such other address as shall be furnished in writing by such shareholder to the Corporation from time to time. Such further written notice shall be given as may be required by law or by these bylaws. Any meeting may be held without notice if the shareholders are present in person or by proxy, or if such shareholders waive notice in writing either before or after the meeting.

4. Quorum. The presence at a meeting (in person or by proxy) of a majority of the shareholders shall, except as otherwise provided by law or by these bylaws, constitute a quorum.

5. Voting. Action of the shareholders shall be determined based on the affirmative vote of a majority of those votes entitled to be cast at a meeting of the shareholders at which a quorum exists.

6. Action by Written Consent. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by written consent of the shareholders, in accordance with, and to the extent permitted by, the Act.

7. Transfer of Shares. No share of the Corporation shall be issued or, except as permitted by applicable law, transferred to anyone other than a duly licensed physician satisfying the requirements of paragraph 8 below or to the Corporation. Notwithstanding the foregoing, transfer of the shares of stock of the Corporation may be subject to the terms and conditions of one or more agreements entered into between such shareholders and EHMC.

8. Restriction on Ownership of Shares. The shares of the Corporation may be issued only to an individual who (a) is duly licensed or otherwise legally authorized in the State of New Jersey to render the same professional service as that for which the Corporation was incorporated, (b) is employed by EHMC or an affiliate thereof, and (c) executes an agreement in a form approved by EHMC relating to transfer of the shares. Each shareholder shall hold legal title to the Corporation's shares solely for the benefit of EHMC. No shareholder of the Corporation may enter into a voting trust agreement or proxy or any other type of agreement vesting another person not a shareholder of the Corporation with the authority to exercise the voting power of any or all of his shares. The estate of a deceased shareholder may continue to hold the shares of such shareholder for a reasonable period of administration of the estate, but shall not be authorized to participate in any decisions concerning the rendering of professional service.

9. Disposition of Shares upon Death or Disqualification of Shareholder. As authorized under the Act, each shareholder shall enter into an agreement providing for the disposition of the Corporation's shares upon the death or disqualification of the shareholder to own shares of the Corporation. Except as otherwise provided in such an agreement or if such an agreement is not in effect at any time, within 375 days following the date of death of the shareholder, or within 90 days following his disqualification to own shares in the Corporation, all of the shares of such shareholder shall be transferred to, and acquired by, the Corporation or persons qualified to own such shares, subject to the approval of EHMC. If such transfer is not otherwise effected within said period, the Corporation shall forthwith purchase and redeem all of his or her shares at their par value.

ARTICLE III. BOARD OF DIRECTORS

1. Powers. Except as otherwise provided in the Corporation's Certificate of Incorporation or these Bylaws, the business of the Corporation shall be managed by its Board of Directors (the "Board"), which shall have charge, control and management of the property, business affairs and funds of the Corporation and shall have the power and authority to perform all necessary and appropriate functions not otherwise inconsistent with these Bylaws, the Certificate of Incorporation, or applicable law.

2. Numbers and Qualifications. The initial Board shall consist of one (1) person, Hillary Cohen, M.D., or such other person, from time to time, who is the sole shareholder of the Corporation. Such number may be modified from time to time by action of the shareholders.

3. Election of Directors; Term of Office. Each director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders or until that director's successor shall have been elected and qualified. The directors shall be elected from nominees designated by EHMC. Each director of the Corporation shall be an employee of EHMC or an affiliate thereof. If any director ceases to be an employee of EHMC or an affiliate thereof, he shall be deemed to have resigned as director of the Corporation, without any further action on his part. Such directorship shall be filled in accordance with these Bylaws.

4. Removal from Office. Any director may be removed from office, with or without cause, by majority vote of the shares entitled to vote.

5. Regular Meeting. A regular meeting of the Board shall be held without notice other than as here stated, immediately following and at the same place as the annual shareholders' meeting, or at such other time as may be fixed by the shareholders.

6. Special Meeting. Special meetings of the Board may be called by or at the request of the President. Absent the designation of any particular location for a special meeting, such meeting shall be held at the principal office of the Corporation.

7. Notice. Notice of any special meeting of the Board shall be given at least two (2) days before the date of the meeting if given orally (either by telephone or in person), or not less than five (5) days before the date of the meeting if given by depositing the notice in the United States mail, postage pre-paid. The attendance of any director at any meeting shall constitute a waiver of notice of such meeting, except in the event a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board must be specified in the notice or waiver of notice of such meeting.

8. Quorum. The participation of a majority of the entire Board shall constitute a quorum for the transaction of business. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation at a meeting in this manner shall constitute presence in person at the meeting.

9. Manner of Acting. Any action approved by the majority of directors present at a meeting at which a quorum exists shall be the act of the Board.

10. Action by Written Consent. Unless specifically prohibited by statute, the Certificate of Incorporation, or these Bylaws, any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then serving. Any such consent signed by the directors shall have the same effect as a vote of the directors, and shall be stated as such in any document filed with the Secretary of State or used for any other purpose.

11. Compensation. The Corporation shall not compensate directors for their services as such. The Board shall have the power, in its discretion, to allow a fixed sum and expenses for attendance at each regular or special meeting of the Board or for otherwise rendering services as a director. The Board shall also have the power, in its discretion, to provide for and pay directors rendering services to the Corporation in any other capacity such as an officer, agent or otherwise.

12. Presumption of Assent. If a director is present at a meeting of the Board at which action on any matter is taken, the director shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent by registered mail to the President of the Corporation within two (2) days after the adjournment of the meeting. Such right to dissent shall not apply if the director voted in favor of such action.

13. Supervision of Practice of Medicine. The Board, or an officer authorized by resolution of the Board, shall have the exclusive power to hire, discharge and set salaries and bonuses of any employee; enter into employment contracts with any employee; schedule working hours, including nights and weekends on-call, for any employee; schedule vacation time for any employee; and assign employees to examine, diagnose, and treat patients of the Corporation.

ARTICLE IV. OFFICERS

1. Titles and Election. At its regular meeting following the annual meeting of shareholders, the Board shall elect a President, a Treasurer, and such other officer as it shall deem necessary. Any two or more offices may be held by the same person. The President shall at all times be a physician duly-licensed in the State of New Jersey; other officers of the Corporation may, but need not be, licensed professionals.

2. Terms of Office. The officers shall hold office until their successors are elected and qualified.

3. Removal. Any officer may be removed, with or without cause, at any time by the Board.

4. Resignations. Any officer may resign at any time by giving written notice to the Board. Such resignations shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the shareholders. He shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board, shall have general management and control of the affairs and business of the Corporation; he shall appoint and discharge employees and agents of the Corporation (other than officers elected by the Board) and fix their compensation; and he shall see that all orders and resolutions of the Board are carried into effect. He shall have the power to execute bonds, mortgages, and other contracts, agreements and instruments of the Corporation, and shall do and perform such other duties as from time to time may be assigned to him by the Board.

6. Treasurer. The Treasurer shall oversee the prudent financial operations of the Corporation and the management of its assets and resources. The Treasurer of the Corporation shall be the individual who holds the position of Chief Financial Officer of EHMC. In the event that the Chief Financial Officer of EHMC ceases to serve in such capacity, the Treasurer position shall automatically be filled by the successor Chief Financial Officer of EHMC without further action by the Board. In collaboration with EHMC, the Treasurer shall have authority and responsibility for: (i) the establishment and implementation of all compensation arrangements for physicians and executives employed or retained by the Corporation; (ii) the negotiation and execution of any and

all employment agreements for physicians and executives employed by the Corporation, and any amendments or renewals thereof; (iii) the negotiation and execution of any professional services agreements proposed to be entered into between the Corporation and any other physicians or clinical providers, and any amendments or renewals thereof; and (iv) the preparation of annual operating and capital budgets for the Corporation, and any amendments thereto. The Treasurer shall have such other duties as from time to time may be assigned to him by the Board.

7. Delegation of Duties. In case of absence or disability of any officer of the Corporation, or for any other reasons that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director.

8. Expiration of Term of Office. Upon the expiration of the term of office, by termination or otherwise, of any officer or director, said officer or director shall turn over to his or her successor all monies, property, papers, records and books of the Corporation as may be in his or her possession.

ARTICLE V. INDEMNIFICATION

1. Authority to Indemnify. The Corporation shall indemnify every director, officer, employee and other corporate agent of the Corporation as defined in, and to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporations Act, as the same may be amended from time to time.

2. Insurance. The Board may cause the Corporation to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity as corporate agent, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI. CAPITAL STOCK

1. Certificates. The certificates for shares of the common stock of the Corporation shall be in a form not inconsistent with the Certificate of Incorporation. Each certificate shall be signed by, or in the name of the Corporation, by the President. No certificate shall be issued for any share of stock until such share is fully paid. The Corporation may not issue any of its shares to anyone other than an individual who is duly licensed or otherwise legally authorized to render the same professional service as that for which the Corporation is incorporated.

2. Lost Certificates. The Board may direct a new certificate to be issued in place of any certificate previously issued by the Corporation and alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate, or his legal representative, to give the Corporation an agreement holding the Corporation harmless and indemnifying it against any loss or claim which may arise by reason of the issuance of a new certificate, or to give the Corporation a bond, with sufficient surety, for the same purpose.

3. Record Date. The Board may fix a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of the shareholders, or the shareholders' entitled allotment of any rights, or in order to make a determination of the shareholders or for any other proper purpose. Such date shall not be more than sixty (60) days, nor less than ten (10) days, prior to the date on which the particular action requiring such determination of the shareholders is to be taken. In each such case, except as otherwise provided by law, only such persons as shall be the shareholders of record on the dates so fixed shall be entitled allotment of rights, or otherwise be recognized as the shareholders for the related purpose, notwithstanding any registration or transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

1. Qualifications of Shareholders, Directors, Officers, Employees and Agents. Shareholders, directors, officers, employees and agents of the Corporation at all times shall meet the qualifications, if any, imposed by the Act.

2. Rendering of Professional Services. The Corporation shall not render professional services except through its officers, employees and agents who are duly licensed or otherwise legally authorized to render such professional services within the State of New Jersey.

3. Registered Office and Agent. The registered office of the Corporation in the State of New Jersey is 95 Old Short Hills Road, West Orange, New Jersey 07052. The registered agent of the Corporation at such office is and shall be Margaret H. Campbell, unless and until otherwise determined by the Board.

4. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year.

5. Corporate Seal. The seal of the Corporation, if any, shall be circular in form and contain the name of the Corporation, and the year and state of its incorporation. Such seal may be altered from time to time at the discretion of the Board.

6. Books. There shall be kept at such office of the Corporation as the Board shall determine, within or without the State of New Jersey, correct books and records of account of all of its business and transactions, minutes of the proceedings of its shareholders, Board, and committees, and a record of the names and addresses of the shareholders, the number of shares held by them, respectively, and the dates when they respectively became the owners of record thereof, and in which the transfer of stock shall be registered, and such other books and records as the Board may from time to time determine.

7. Voting of Stock. Unless otherwise specifically authorized by the Board, all rights and powers, including any right to vote, incident to any stock owned by the Corporation, other than stock of the Corporation, shall be exercised in person or by proxy, by the President of the Corporation on behalf of the Corporation in no more restricted manner or limited extent than would apply to any owner thereof.

8. Number. Whenever in these Bylaws references are made to more than one director or shareholder they shall, if there is at any time only one director or shareholder, be construed to mean the solitary person or entity; and all provisions dealing with the quantum of

majorities or quorums shall be deemed to mean the action by the one person constituting the director or shareholder.

ARTICLE VIII.
AMENDMENTS

The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal these Bylaws or to adopt new bylaws. These Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board by the vote of at least a majority of the votes held by the entire Board; *provided that* any bylaw adopted by the Board may be amended or repealed by the shareholders in the manner set forth above.

ARTICLE IX.
CONFLICTS OF INTEREST

The Board of the Corporation shall adopt and be subject to the conflict of interest policy of the member of EHMC.

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**AMENDED & RESTATED BYLAWS
OF
MEDICAL ASSOCIATES OF ENGLEWOOD, P.C.**

**ARTICLE I.
NAME, PURPOSE AND ACTIVITIES**

1. Name. The name of this Professional Service Corporation is **MEDICAL ASSOCIATES OF ENGLEWOOD, P.C.** (“Corporation”).

2. Purpose. The purposes of the Corporation are exclusively charitable, scientific and educational, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), particularly to engage in the practice of medicine and related services pursuant to The Professional Services Corporation Act, N.J.S.A. 14A:17-1 et seq., (the “Act”), in furtherance of the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation (“EHMC”), to the extent described in Code Section 501(c)(3),

3. Activities. Notwithstanding any other provisions contained in these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

**ARTICLE II.
SHAREHOLDERS**

1. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held either within or without the State of New Jersey, at such time and place as the Board of Directors may designate in the call or waiver of notice thereof, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

2. Special Meetings. A special meeting of shareholders may be called for any purpose by the President, at such times and at such place either within or without the State of New Jersey as may be stated in the call or waiver of notice thereof.

3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders shall be delivered personally or mailed not less than ten (10) nor more than sixty (60) days previous thereto to each shareholder of record entitled to vote at their mailing address appearing upon the records of the Corporation or at such other address as shall be furnished in writing by such shareholder to the Corporation from time to time. Such further written notice shall be given as may be required by law or by these bylaws. Any meeting may be held without notice if the shareholders are present in person or by proxy, or if such shareholders waive notice in writing either before or after the meeting.

4. Quorum. The presence at a meeting (in person or by proxy) of a majority of the shareholders shall, except as otherwise provided by law or by these bylaws, constitute a quorum.

5. Voting. Action of the shareholders shall be determined based on the affirmative vote of a majority, of those votes entitled to be cast at a meeting of the shareholders at which a quorum exists.

6. Action by Written Consent. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by written consent of the shareholders, in accordance with, and to the extent permitted by, the Act.

7. Transfer of Shares. No share of the Corporation shall be issued or, except as permitted by applicable law, transferred to anyone other than a duly licensed physician satisfying the requirements of paragraph 8 below or to the Corporation. Notwithstanding the foregoing, transfer of the shares of stock of the Corporation may be subject to the terms and conditions of one or more agreements entered into between such shareholders and EHMC.

8. Restriction on Ownership of Shares. The shares of the Corporation may be issued only to an individual who (a) is duly licensed or otherwise, legally authorized in the State of New Jersey to render the same professional service as that for which the Corporation was incorporated, (b) is employed by EHMC or an affiliate thereof, and (c) executes an agreement in a form approved by EHMC relating to transfer of the shares. Each shareholder shall hold legal title to the Corporation's shares solely for the benefit of EHMC. No shareholder of the Corporation may enter into a voting trust agreement or proxy or any other type of agreement vesting another person not a shareholder of the Corporation with the authority to exercise the voting power of any or all of his shares. The estate of a deceased shareholder may continue to hold the shares of such shareholder for a reasonable period of administration of the estate, but shall not be authorized to participate in any decisions concerning the rendering of professional service.

9. Disposition of Shares upon Death or Disqualification of Shareholder. As authorized under the Act, each shareholder shall enter into an agreement providing for the disposition of the Corporation's shares upon the death or disqualification of the shareholder to own shares of the Corporation. Except as otherwise provided in such an agreement or if such an agreement is not in effect at any time, within 375 days following the date of death of the shareholder, or within 90 days following his disqualification to own shares in the Corporation, all of the shares of such shareholder shall be transferred to, and acquired by, the Corporation or persons qualified to own such shares, subject to the approval of the EHMC. If such transfer is not otherwise effected within said period, the Corporation shall forthwith purchase and redeem all of his or her shares at their par value.

ARTICLE III. BOARD OF DIRECTORS

1. Powers. Except as otherwise provided in the Corporation's Certificate of Incorporation or these Bylaws, the business of the Corporation shall be managed by its Board of Directors (the "Board"), which shall have charge, control and management of the property, business, affairs and funds of the Corporation and shall have the power and authority to perform all necessary and appropriate functions not otherwise inconsistent with these Bylaws, the Certificate of Incorporation, or applicable law.

2. Numbers and Qualifications. The initial Board shall consist of one (1) person, Hillary Cohen, M.D., or such other person, from time to time, who is the sole shareholder of the Corporation. Such number may be modified from time to time by action of the shareholders.

3. Election of Directors; Term of Office. Each director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders or until that director's successor shall have been elected and qualified. The directors shall be elected from nominees designated by EHMC. Each director of the Corporation

shall be an employee of EHMC or an affiliate thereof. If any director ceases to be an employee of EHMC or an affiliate thereof, he shall be deemed to have resigned as director of the Corporation, without any further action on his part. Such directorship shall be filled in accordance with these Bylaws.

4. Removal from Office. Any director may be removed from office, with or without cause, by majority vote of the shares entitled to vote.

5. Regular Meeting. A regular meeting of the Board shall be held without notice other than as here stated, immediately following and at the same place as the annual shareholders' meeting, or at such other time as may be fixed by the shareholders.

6. Special Meeting. Special meetings of the Board may be called by or at the request of the President. Absent the designation of any particular location for a special meeting, such meeting shall be held at the principal office of the Corporation.

7. Notices. Notice of any special meeting of the Board shall be given at least two (2) days before the date of the meeting if given orally (either by telephone or in person), or not less than five (5) days before the date of the meeting if given by depositing the notice in the United States mail, postage pre-paid. The attendance of any director at any meeting shall constitute a waiver of notice of such meeting, except in the event a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board must be specified in the notice or waiver of notice of such meeting.

8. Quorum. The participation of a majority of the entire Board shall constitute a quorum for the transaction of business. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation at a meeting in this manner shall constitute presence in person at the meeting.

9. Manner of Acting. Any action approved by the majority of directors present at a meeting at which a quorum exists shall be the act of the Board.

10. Action by Written Consent. Unless specifically prohibited by statute, the Certificate of Incorporation, or these Bylaws, any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed all of the directors then serving. Any such consent signed by the directors shall have the same effect as a vote of the directors, and shall be stated as such in any document filed with the Secretary of State or used for any other purpose.

11. Compensation. The Corporation shall not compensate directors for their services as such, The Board shall have the power, in its discretion, to allow a fixed sum and expenses for attendance at each regular or special meeting of the Board or for otherwise rendering services as a director. The Board shall also have the power, in its discretion, to provide for and pay directors rendering services to the Corporation in any other capacity such as an officer, agent or otherwise.

12. Presumption of Assent. If a director is present at a meeting of the Board at which action on any matter is taken, the director shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or

she files a written dissent to such action with the person acting as the secretary of meeting before the adjournment thereof, or forwards such dissent by registered mail to the President of the Corporation within two (2) days after the adjournment of the meeting. Such right to dissent shall not apply if the director voted in favor of such action.

13. Supervision of Practice of Medicine. The Board, or an officer authorized by resolution of the Board, shall have the exclusive power to hire, discharge and set salaries and bonuses of any employee; enter into employment contracts with any employee; schedule working hours, including nights and weekends on-call, for any employee; schedule vacation time for any employee; and assign employees to examine, diagnose, and treat patients of the Corporation.

ARTICLE IV. OFFICERS

1. Titles and Election. At its regular meeting following the annual meeting of shareholders, the Board shall elect a President, a Treasurer, and such other officer as it shall deem necessary. Any two or more offices may be held by the same person. The President shall at all times be a physician duly-licensed in the State of New Jersey; other officers of the Corporation may, but need not be, licensed professionals.

2. Terms of Office. The officers shall hold office until their successors are elected and qualified.

3. Removal. Any officer may be removed, with or without cause, at any time by the Board.

4. Resignations. Any officer may resign at any time by giving written notice to the Board. Such resignations shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the shareholders. He shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board, shall have general management and control of the affairs and business of the Corporation; he shall appoint and discharge employees and agents of the Corporation (other than officers elected by the Board) and fix their compensation; and he shall see that all orders and resolutions of the Board are carried into effect. He shall have the power to execute bonds, mortgages, and other contracts, agreements and instruments of the Corporation, and shall do and perform such other duties as from time to time may be assigned to him by the Board.

6. Treasurer. The Treasurer shall oversee the prudent financial operations of the Corporation and the management of its assets and resources. The Treasurer of the Corporation shall be the individual who holds the position of Chief Financial Officer of EHMC. In the event that the Chief Financial Officer of EHMC ceases to serve in such capacity, the Treasurer position shall automatically be filled by the successor Chief Financial Officer of EHMC without further action by the Board. In collaboration with EHMC, the Treasurer shall have authority and responsibility for: (i) the establishment and implementation of all compensation arrangements for physicians and executives employed or retained by the Corporation; (ii) the negotiation and execution of any and all employment agreements for physicians and executives employed by the Corporation, and any amendments or renewals thereof; (iii) the negotiation and execution of any professional services agreements proposed to be entered into between the Corporation and any other physicians or

clinical providers, and any amendments or renewals thereof; and (iv) the preparation of annual operating and capital budgets for the Corporation, and any amendments thereto. The Treasurer shall have such other duties as from time to time may be assigned to him by the Board.

7. Delegation of Duties. In case of absence or disability of any officer of the Corporation, or for any other reasons that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director.

8. Expiration of Term of Office. Upon the expiration of the term of office, by termination or otherwise, of any officer or director, said officer or director shall turn over to his or her successor all monies, property, papers, records and books of the Corporation as may be in his or her possession.

ARTICLE V. INDEMNIFICATION-

1. Authority to Indemnify. The Corporation shall indemnify every director, officer, employee and other corporate agent of the Corporation as defined in, and to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporations Act, as the same may be amended from time to time.

2. Insurance. The Board may cause the Corporation to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity as corporate agent, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI. CAPITAL STOCK

1. Certificates. The certificates for shares of the common stock of the Corporation shall be in a form not inconsistent with the Certificate of Incorporation. Each certificate shall be signed by, or in the name of the Corporation, by the President. No certificate shall be issued for any share of stock until such share is fully paid. The Corporation may not issue any shares to anyone other than an individual who is duly licensed or otherwise legally authorized to render the same professional service as that for which the Corporation is incorporated.

2. Lost Certificates. The board may direct a new certificate to be issued in place of any certificate previously issued by the Corporation and alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate, or his legal representative, to give the Corporation an agreement holding the Corporation harmless and indemnifying it against any loss or claim which may arise by reason of the issuance of a new certificate, or to give the Corporation a bond, with sufficient surety, for the same purpose.

3. Record Date. The Board may fix a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of the shareholders, or the shareholders' entitled allotment of any rights, or in order to make a determination of the

shareholders or for any other proper purpose. Such date shall not be more than sixty (60) days, nor less than ten (10) days, prior to the date on which the particular action requiring such determination of the shareholders is to be taken. In each such case, except as otherwise provided by law, only such persons as shall be the shareholders of record on the dates so fixed shall be entitled allotment of rights, or otherwise be recognized as the shareholders for the related purpose, notwithstanding any registration or transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

1. Qualifications of Shareholders, Directors, Officers Employees and Agents. Shareholders, directors, officers, employees and agents of the Corporation at all times shall meet the qualifications, if any, imposed by the Act.

2. Rendering of Professional Services. The Corporation shall not render professional services except through its officers, employees and agents who are duly licensed or otherwise legally authorized to render such professional services within the State of New Jersey.

3. Registered Office and Agent. The registered office of the Corporation in the State of New Jersey is 95 Old Short Hills Road, West Orange, New Jersey 07052. The registered agent of the Corporation at such office is and shall be Margaret H. Campbell, unless and until otherwise determined by the Board.

4. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year.

5. Corporate Seal. The seal of the Corporation, if any, shall be circular in form and contain the name of the Corporation, and the year and state of its incorporation. Such seal may be altered from time to time at the discretion of the Board.

6. Books. There shall be kept at such office of the Corporation as the Board shall determine, within or without the State of New Jersey, complete books and records of account of all of its business and transactions, minutes of the proceedings of its shareholders, Board, and committees, and a record of the names and addresses of the shareholders, the number of shares held by them, respectively, and the dates when they respectively became the owners of record thereof and in which the transfer of stock shall be registered, and such other books and records as the Board may from time to time determine.

7. Voting of Stock. Unless otherwise specifically authorized by the Board, all rights and powers, including any right to vote, incident to any stock owned by the Corporation, other than stock of the Corporation, shall be exercised in person or by proxy, by the President of the Corporation on behalf of the Corporation in no more restricted manner or limited extent than would apply to any owner thereof.

8. Number. Whenever in these Bylaws references are made to more than one director or shareholder they shall, if there is at any time only one director or shareholder, be construed to mean the solitary person or entity; and all provisions dealing with the quantum of majorities or quorums shall be deemed to mean the action by the one person constituting the director or shareholder.

ARTICLE VIII.
AMENDMENTS

The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal these Bylaws or to adopt new bylaws. These Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board by the vote of at least a majority of the votes held by the entire Board; *provided that* any bylaw adopted by the Board may be amended or repealed by the shareholders in the manner set forth above.

ARTICLE IX.
CONFLICTS OF INTEREST

The Board of the Corporation shall adopt and be subject to the conflict of interest policy of the member of EHMC.

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**AMENDED & RESTATED BYLAWS
OF
PHYSICIAN PARTNERS OF ENGLEWOOD, P.C.**

**ARTICLE I.
NAME, PURPOSE AND ACTIVITIES**

1. Name. The name of this Professional Service Corporation is **PHYSICIAN PARTNERS OF ENGLEWOOD, P.C.** (“Corporation”).

2. Purpose. The purposes of the Corporation are exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), particularly to engage in the practice of medicine and related services pursuant to The Professional Services Corporation Act, N.J.S.A. 14A:17-1 et seq. (the “Act”), in furtherance of the charitable, scientific, and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation (“EHMC”), to the extent described in Code Section 501(c)(3).

3. Activities. Notwithstanding any other provisions contained in these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

**ARTICLE II.
SHAREHOLDERS**

1. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held either within or without the State of New Jersey, at such time and place as the Board of Directors may designate in the call or waiver of notice thereof, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

2. Special Meetings. A special meeting of shareholders may be called for any purpose by the President, at such times and at such place either within or without the State of New Jersey as may be stated in the call or waiver of notice thereof.

3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders shall be delivered personally or mailed not less than ten (10) nor more than sixty (60) days previous thereto to each shareholder of record entitled to vote at their mailing address appearing upon the records of the Corporation or at such other address as shall be furnished in writing by such shareholder to the Corporation from time to time. Such further written notice shall be given as may be required by law or by these bylaws. Any meeting may be held without notice if the shareholders are present in person or by proxy, or if such shareholders waive notice in writing either before or after the meeting.

4. Quorum. The presence at a meeting (in person or by proxy) of a majority of the shareholders shall, except as otherwise provided by law or by these bylaws, constitute a quorum.

5. Voting. Action of the shareholders shall be determined based on the affirmative vote of a majority of those votes entitled to be cast at a meeting of the shareholders at which a quorum exists.

6. Action by Written Consent. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by written consent of the shareholders, in accordance with, and to the extent permitted by, the Act.

7. Transfer of Shares. No share of the Corporation shall be issued or, except as permitted by applicable law, transferred to anyone other than a duly licensed physician satisfying the requirements of paragraph 8 below or to the Corporation. Notwithstanding the foregoing, transfer of the shares of stock of the Corporation may be subject to the terms and conditions of one or more agreements entered into between such shareholders and EHMC.

8. Restriction on Ownership of Shares. The shares of the Corporation may be issued only to an individual who (a) is duly licensed or otherwise legally authorized in the State of New Jersey to render the same professional service as that for which the Corporation was incorporated, (b) is employed by EHMC or an affiliate thereof, and (c) executes an agreement in a form approved by EHMC relating to transfer of the shares. Each shareholder shall hold legal title to the Corporation's shares solely for the benefit of EHMC. No shareholder of the Corporation may enter into a voting trust agreement or proxy or any other type of agreement vesting another person not a shareholder of the Corporation with the authority to exercise the voting power of any or all of his shares. The estate of a deceased shareholder may continue to hold the shares of such shareholder for a reasonable period of administration of the estate, but shall not be authorized to participate in any decisions concerning the rendering of professional service.

9. Disposition of Shares upon Death or Disqualification of Shareholder. As authorized under the Act, each shareholder shall enter into an agreement providing for the disposition of the Corporation's shares upon the death or disqualification of the shareholder to own shares of the Corporation. Except as otherwise provided in such an agreement or if such an agreement is not in effect at any time, within 375 days following the date of death of the shareholder, or within 90 days following his disqualification to own shares in the Corporation, all of the shares of such shareholder shall be transferred to, and acquired by, the Corporation or persons qualified to own such shares, subject to the approval of EHMC. If such transfer is not otherwise effected within said period, the Corporation shall forthwith purchase and redeem all of his or her shares at their par value.

ARTICLE III. BOARD OF DIRECTORS

1. Powers. Except as otherwise provided in the Corporation's Certificate of Incorporation or these Bylaws, the business of the Corporation shall be managed by its Board of Directors (the "Board"), which shall have charge, control and management of the property, business affairs and funds of the Corporation and shall have the power and authority to perform all necessary and appropriate functions not otherwise inconsistent with these Bylaws, the Certificate of Incorporation, or applicable law.

2. Numbers and Qualifications. The initial Board shall consist of one (1) person, Stephen Brunnquell, M.D., or such other person, from time to time, who is the sole shareholder of the Corporation. Such number may be modified from time to time by action of the shareholders.

3. Election of Directors; Term of Office. Each director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders or until that director's successor shall have been elected and qualified. The directors shall be elected from nominees designated by EHMC. Each director of the Corporation shall be an employee of EHMC or an affiliate thereof. If any director ceases to be an employee of EHMC or an affiliate thereof, he shall be deemed to have resigned as director of the Corporation, without any further action on his part. Such directorship shall be filled in accordance with these Bylaws.

4. Removal from Office. Any director may be removed from office, with or without cause, by majority vote of the shares entitled to vote.

5. Regular Meeting. A regular meeting of the Board shall be held without notice other than as here stated, immediately following and at the same place as the annual shareholders' meeting, or at such other time as may be fixed by the shareholders.

6. Special Meeting. Special meetings of the Board may be called by or at the request of the President. Absent the designation of any particular location for a special meeting, such meeting shall be held at the principal office of the Corporation.

7. Notice. Notice of any special meeting of the Board shall be given at least two (2) days before the date of the meeting if given orally (either by telephone or in person), or not less than five (5) days before the date of the meeting if given by depositing the notice in the United States mail, postage pre-paid. The attendance of any director at any meeting shall constitute a waiver of notice of such meeting, except in the event a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board must be specified in the notice or waiver of notice of such meeting.

8. Quorum. The participation of a majority of the entire Board shall constitute a quorum for the transaction of business. Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation at a meeting in this manner shall constitute presence in person at the meeting.

9. Manner of Acting. Any action approved by the majority of directors present at a meeting at which a quorum exists shall be the act of the Board.

10. Action by Written Consent. Unless specifically prohibited by statute, the Certificate of Incorporation, or these Bylaws, any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then serving. Any such consent signed by the directors shall have the same effect as a vote of the directors, and shall be stated as such in any document filed with the Secretary of State or used for any other purpose.

11. Compensation. The Corporation shall not compensate directors for their services as such. The Board shall have the power, in its discretion, to allow a fixed sum and expenses for attendance at each regular or special meeting of the Board or for otherwise rendering services as a director. The Board shall also have the power, in its discretion, to provide for and pay directors rendering services to the Corporation in any other capacity such as an officer, agent or otherwise.

12. Presumption of Assent. If a director is present at a meeting of the Board at which action on any matter is taken, the director shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent by registered mail to the President of the Corporation within two (2) days after the adjournment of the meeting. Such right to dissent shall not apply if the director voted in favor of such action.

13. Supervision of Practice of Medicine. The Board, or an officer authorized by resolution of the Board, shall have the exclusive power to hire, discharge and set salaries and bonuses of any employee; enter into employment contracts with any employee; schedule working hours, including nights and weekends on-call, for any employee; schedule vacation time for any employee; and assign employees to examine, diagnose, and treat patients of the Corporation.

ARTICLE IV. OFFICERS

1. Titles and Election. At its regular meeting following the annual meeting of shareholders, the Board shall elect a President, a Treasurer, and such other officer as it shall deem necessary. Any two or more offices may be held by the same person. The President shall at all times be a physician duly licensed in the State of New Jersey; other officers of the Corporation may, but need not be, licensed professionals.

2. Terms of Office. The officers shall hold office until their successors are elected and qualified.

3. Removal. Any officer may be removed, with or without cause, at any time by the Board.

4. Resignations. Any officer may resign at any time by giving written notice to the Board. Such resignations shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the shareholders, He shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board, shall have general management and control of the affairs and business of the Corporation; he shall appoint and discharge employees and agents of the Corporation (other than officers elected by the Board) and fix their compensation; and he shall see that all orders and resolutions of the Board are carried into effect. He shall have the power to execute bonds, mortgages, and other contracts, agreements and instruments of the Corporation, and shall do and perform such other duties as from time to time may be assigned to him by the Board.

6. Treasurer. The Treasurer shall oversee the prudent financial operations of the Corporation and the management of its assets and resources. The Treasurer of the Corporation shall be the individual who holds the position of Chief Financial Officer of EHMC. In the event that the Chief Financial Officer of EHMC ceases to serve in such capacity, the Treasurer position shall automatically be filled by the successor Chief Financial Officer of EHMC without further action by the Board. In collaboration with EHMC, the Treasurer shall have authority and responsibility for: (i) the establishment and implementation of all compensation arrangements for physicians and executives employed or retained by the Corporation; (ii) the negotiation and execution of any and

all employment agreements for physicians and executives employed by the Corporation, and any amendments or renewals thereof; (iii) the negotiation and execution of any professional services agreements proposed to be entered into between the Corporation and any other physicians or clinical providers, and any amendments or renewals thereof; and (iv) the preparation of annual operating and capital budgets for the Corporation, and any amendments thereto. The Treasurer shall have such other duties as from time to time may be assigned to him by the Board.

7. Delegation of Duties. In case of absence or disability of any officer of the Corporation, or for any other reasons that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any director.

8. Expiration of Term of Office. Upon the expiration of the term of office, by termination or otherwise, of any officer or director, said officer or director shall turn over to his or her successor all monies, property, papers, records and books of the Corporation as may be in his or her possession.

ARTICLE V. INDEMNIFICATION

1. Authority to Indemnify. The Corporation shall indemnify every director, officer, employee and other corporate agent of the Corporation as defined in, and to the fullest extent permitted by Section 14A:3-5 of the New Jersey Business Corporations Act, as the same may be amended from time to time.

2. Insurance. The Board may cause the Corporation to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity as corporate agent, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI. CAPITAL STOCK

1. Certificates. The certificates for shares of the common stock of the Corporation shall be in a form not inconsistent with the Certificate of Incorporation. Each certificate shall be signed by, or in the name of the Corporation, by the President. No certificate shall be issued for any share of stock until such share is fully paid. The Corporation may not issue any of its shares to anyone other than an individual who is duly licensed or otherwise legally authorized to render the same professional service as that for which the Corporation is incorporated.

2. Lost Certificates. The Board may direct a new certificate to be issued in place of any certificate previously issued by the Corporation and alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate, or his legal representative, to give the Corporation an agreement holding the Corporation harmless and indemnifying it against any loss or claim which may arise by reason of the issuance of a new certificate, or to give the Corporation a bond, with sufficient surety, for the same purpose.

3. Record Date. The Board may fix a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of the shareholders, or the shareholders' entitled allotment of any rights, or in order to make a determination of the shareholders or for any other proper purpose. Such date shall not be more than sixty (60) days, nor less than ten (10) days, prior to the date on which the particular action requiring such determination of the shareholders is to be taken. In each such case, except as otherwise provided by law, only such persons as shall be the shareholders of record on the dates so fixed shall be entitled to an allotment of rights, or otherwise be recognized as the shareholders for the related purpose, notwithstanding any registration or transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

1. Qualifications of Shareholders, Directors, Officers, Employees and Agents. Shareholders, directors, officers, employees and agents of the Corporation at all times shall meet the qualifications, if any, imposed by the Act.

2. Rendering of Professional Services. The Corporation shall not render professional services except through its officers, employees and agents who are duly licensed or otherwise legally authorized to render such professional services within the State of New Jersey.

3. Registered Office and Agent. The registered office of the Corporation in the State of New Jersey is 95 Old Short Hills Road, West Orange, New Jersey 07052. The registered agent of the Corporation at such office is and shall be Margaret H. Campbell, unless and until otherwise determined by the Board.

4. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January each year.

5. Corporate Seal. The seal of the Corporation, if any, shall be circular in form and contain the name of the Corporation, and the year and state of its incorporation. Such seal may be altered from time to time at the discretion of the Board.

6. Books. There shall be kept at such office of the Corporation as the Board shall determine, within or without the State of New Jersey, correct books and records of account of all of its business and transactions, minutes of the proceedings of its shareholders, Board, and committees, and a record of the names and addresses of the shareholders, the number of shares held by them, respectively, and the dates when they respectively became the owners of record thereof, and in which the transfer of stock shall be registered, and such other books and records as the Board may from time to time determine.

7. Voting of Stock. Unless otherwise specifically authorized by the Board, all rights and powers, including any right to vote, incident to any stock owned by the Corporation, other than stock of the Corporation, shall be exercised in person or by proxy, by the President of the Corporation on behalf of the Corporation in no more restricted manner or limited extent than would apply to any owner thereof.

8. Number. Whenever in these Bylaws references are made to more than one director or shareholder they shall, if there is at any time only one director or shareholder, be construed to mean the solitary person or entity; and all provisions dealing with the quantum of

majorities or quorums shall be deemed to mean the action by the one person constituting the director or shareholder.

ARTICLE VIII.
AMENDMENTS

The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal these Bylaws or to adopt new bylaws. These Bylaws may also be amended or repealed, or new bylaws adopted, at any meeting of the Board by the vote of at least a majority of the votes held by the entire Board; *provided that* any bylaw adopted by the Board may be amended or repealed by the shareholders in the manner set forth above.

ARTICLE IX.
CONFLICTS OF INTEREST

The Board of the Corporation shall adopt and be subject to the conflict of interest policy of the member of EHMC.

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AMENDED AND RESTATED BYLAWS
of

Englewood Healthcare Enterprises, Inc. (the “Corporation”)

ARTICLE I - OFFICES

Section 1. The registered office of the Corporation shall be at 95 Old Short Hills Road, West Orange, New Jersey 07052.

Section 2. The Corporation may have such other offices either within or outside of the State of New Jersey as the Shareholders may designate from time to time.

ARTICLE II - SEAL

Section 1. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its creation and the words “Corporate Seal, New Jersey”.

ARTICLE III - SHAREHOLDERS’ MEETINGS

Section 1. The sole shareholder of the Corporation is [RWJBH Affiliate To Be Determined] (hereinafter referred to as the “[RWJBH Affiliate]” or the “[Shareholders]”). All meetings of the Shareholders shall be held at 350 Engle Street, Englewood, New Jersey 07631 or at such other place or places, either within or without the State of New Jersey, as may from time to time be selected by the Shareholders.

Section 2. Annual Meetings: The Shareholders shall hold each annual meeting following each annual meeting of Englewood Hospital and Medial Center, Inc. d/b/a Englewood Hospital, a New Jersey nonprofit corporation (“Englewood”) for the purpose of the election of officers and the transaction of such other business as may come before the meeting. If the annual meeting for election of directors is not held on the day designated therefor, the Shareholders shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Special Meetings: Special meetings of the Shareholders may be called by the President or the Shareholders, and shall be called at the request in writing to the President by the holder or holders of not less than ten percent of all the shares entitled to vote at a meeting.

Section 4. Notice of Shareholders’ Meetings: Written notice of the time, place and purpose or purposes of every meeting of Shareholders shall be given not fewer than five days before the date of the meeting, either personally, by electronic mail, or by mail, to each shareholder of record entitled to vote at the meeting, unless a greater period of notice is required by statute in a particular case.

When a meeting is adjourned to another time or place, it shall not be necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice.

Section 5. Waiver of Notice: Notice of a meeting need not be given to any Shareholder who signs a waiver of such notice, in person or by proxy, whether before or after the meeting. The attendance of any Shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such Shareholder.

Whenever Shareholders are authorized to take any action after the lapse of a prescribed period of time, the action may be taken without such lapse if such requirement is waived, in writing, in person or by proxy, before or after the taking of such action, by every Shareholder entitled to vote thereon as of the date of the taking of such action.

Section 6. Powers. Notwithstanding anything to the contrary contained in these Bylaws, pursuant to N.J.S.A. 14A:5-21, the following reserved powers shall be vested in RWJ Barnabas Health, Inc. (“RWJBH”), the sole member of Englewood (the “Reserved Powers”):

- (1) initiate and/or approve any amendment or change to the Corporation’s certificate of incorporation;
- (2) initiate and/or approve any amendment or change to, or repeal of, the Corporation’s Bylaws;
- (3) initiate and/or approve any merger or consolidation of the Corporation, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation’s assets;
- (4) initiate and/or approve a dissolution, conversion or liquidation of the Corporation, including any bankruptcy filing or any insolvency proceeding by the Corporation;
- (5) elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s Directors, with or without cause;
- (6) elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s officers, including without limitation the President/Chief Executive Officer of the Corporation, with or without cause;
- (7) initiate and/or approve the establishment by the Corporation of any new affiliation with a medical school;
- (8) initiate and/or approve the Corporation’s participation in any joint venture or joint enterprise with one or more other entities;
- (9) initiate and/or approve, and monitor the Corporation’s performance relative to, the Corporation’s operating and capital budgets;
- (10) initiate and/or approve, and monitor the Corporation’s performance relative to, the Corporation’s strategic, financial, capital and operating plans;
- (11) initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Corporation’s real or personal property or any interest therein owned by the Corporation;

- (12) initiate and/or approve the incurrence of any indebtedness (not included in the Corporation's approved operating or capital budgets); and
- (13) to the extent not expressly set forth above, direct or require the Corporation to take any other lawful acts or actions with respect to the Corporation's business, affairs, management, properties or activities that RWJBH may direct.

For purposes of these Bylaws, the term "initiate" means the right of the Shareholders (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Corporation, and the term "approve" means the right of the Shareholders to approve any action that is initiated and/or approved by the Corporation (including the Corporation's governing body) as an initial matter.

The Reserved Powers in this Section also shall apply to any Affiliate of the Corporation. For purposes of these Amended and Restated Bylaws, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Corporation directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Corporation has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between the Reserved Powers and the provisions of the governing documents of the Corporation or any Affiliate, these Bylaws shall control unless the governing documents of an applicable Affiliate were duly adopted and approved by RWJBH pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control.

Section 7. Action by Shareholders Without Meeting:

(1) Any action required or permitted to be taken at a meeting of Shareholders by statute or the Certificate of Incorporation or Bylaws of the Corporation, may be taken without a meeting if all the Shareholders entitled to vote thereon consent thereto in writing, except that in the case of any action to be taken pursuant to Chapter 10 of the New Jersey Business Corporation Act the ("Act") concerning mergers, etc., such action may be taken without a meeting only if all Shareholders entitled to vote consent thereto in writing and the Corporation provides to all other Shareholders the advance notification required by paragraph (2)(b) of this section.

(2) Except as otherwise provided in the Certificate of Incorporation and subject to the provisions of this subsection, any action required or permitted to be taken at a meeting of Shareholders by the Act, the Certificate of Incorporation, or Bylaws, other than the annual election of directors, may be taken without a meeting upon the written consent of Shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize such action at a meeting at which all Shareholders entitled to vote thereon were present and voting.

(a) If any Shareholder shall have the right to dissent from a proposed action, pursuant to Chapter 11 of the Act, the Board shall fix a date on which written consents are to be tabulated; in any other case, it may fix a date for tabulation. If no date is fixed, consents may be tabulated as they are received. No consent shall be counted which is received more than sixty days after the date of the Board

action authorizing the solicitation of consents or, in a case in which consents, or proxies for consents, are solicited from all Shareholders who would have been entitled to vote at a meeting called to take such action, more than sixty days after the date of mailing of solicitation of consents, or proxies for consents.

(b) Except as provided in paragraph (2)(c) of this Section, the Corporation, upon receipt and tabulation of the requisite number of written consents, shall promptly notify all non-consenting Shareholders, who would have been entitled to notice of a meeting to vote upon such action, of the action consented to, the proposed effective date of such action, and any conditions precedent to such action. Such notification shall be given at least twenty days in advance of the proposed effective date of such action in the case of any action taken pursuant to Chapter 10 of the Act, and at least ten days in advance in the case of any other action.

(c) The Corporation need not provide the notification required to be given by paragraph (2)(b) of this Section if it

(i) solicits written consents or proxies for consents from all Shareholders who would have been entitled to vote at a meeting called to take such action, and at the same time gives notice of the proposed action to all other Shareholders who would have been entitled to notice of a meeting called to vote upon such action;

(ii) advises all Shareholders, if any, who are entitled to dissent from the proposed action, as provided in Chapter 11 of the Act, of their right to do so and to be paid the fair value of their shares; and

(iii) fixes a date for tabulation of consents not fewer than twenty days, in the case of any proposed action to be taken pursuant to Chapter 10 of the Act, or not fewer than ten days in the case of any other proposed action, and not more than sixty days after the date of mailing of solicitations of consents or proxies for consents.

(d) Any consent obtained pursuant to paragraph (2)(c) of this Section may be revoked at any time prior to the day fixed for tabulation of consents. Any other consent may be revoked at any time prior to the day on which the proposed action could be taken upon compliance with paragraph (2)(b) of this Section. The revocation must be in writing and be received by the Shareholders.

(3) Whenever action is taken pursuant to subsection (1) or (2), the written consents of the Shareholders consenting thereto or the written report of inspectors appointed to tabulate such consents shall be filed with the minutes or proceedings of Shareholders.

In case the Corporation is involved in a merger, consolidation or other type of acquisition or disposition regulated by Chapters 10 and 11 of the Act, the pertinent provisions of the statute should be referred to and strictly complied with.

Section 8. Fixing Record Date:

(1) The Board may fix, in advance, a date as the record date for determining the Corporation's Shareholders with regard to any corporate action or event and, in particular, for determining the Shareholders who are entitled to

(a) notice of or to vote at any meeting of Shareholders or any adjournment thereof;

- (b) give a written consent to any action without a meeting; or
- (c) receive payment of any dividend or allotment of any right.

The record date may in no case be more than sixty days prior to the Shareholders' meeting or other corporate action or event to which it relates. The record date for a Shareholders' meeting may not be less than ten days before the date of the meeting. The record date to determine Shareholders to give a written consent may not be more than sixty days before the date fixed for tabulation of the consents or, if no date has been fixed for tabulation, more than sixty days before the last day on which consents received may be counted.

(2) If no record date is fixed,

(a) the record date for a Shareholders' meeting shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day next preceding the day on which the meeting is held; and

(b) the record date for determining Shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Board relating thereto is adopted.

(3) When a determination of Shareholders of record for a Shareholders' meeting has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board fixes a new record date under this section for the adjourned meeting.

Section 9. Voting Lists: The officer or agent having charge of the stock transfer books for shares of the Corporation shall make and certify a complete list of Shareholders entitled to vote at a Shareholders' meeting or any adjournment thereof. A list required by this section may consist of cards arranged alphabetically. Such list shall be arranged alphabetically within each class, series or group of Shareholders maintained by the Corporation for convenience of reference, with the address of, and the number of shares held by, each Shareholder; be produced at the time and place of the meeting; be subject to the inspection of any Shareholder during the whole time of the meeting; and be prima facie evidence as to who are the Shareholders entitled to examine such list or to vote at any meeting.

If the requirements of this section have not been complied with, the meeting shall, on the demand of any Shareholder in person or by proxy, be adjourned until the requirements are complied with. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting prior to the making of any such demand.

Section 10. Quorum: Unless otherwise provided in the Certificate of Incorporation or by statute, the holders of shares entitled to cast a majority of the votes at a meeting shall constitute a quorum at such meeting. The Shareholders present in person or by proxy at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum. Less than a quorum may adjourn.

Whenever the holders of any class or series of shares are entitled to vote separately on a specified item of business, the provisions of this section shall apply in determining the presence of a quorum of such class or series for the transaction of such specified item of business.

Section 11. Voting: Each holder of shares with voting rights shall be entitled to one vote for each such share registered in such shareholder's name, except as otherwise provided in the Certificate of Incorporation. Whenever any action, other than the election of directors, is to be taken by vote of the Shareholders, it shall be authorized by a majority of the votes cast at a meeting of Shareholders by the

holders of shares entitled to vote thereon, unless a greater plurality is required by statute or by the Certificate of Incorporation.

Every Shareholder entitled to vote at a meeting of Shareholders or to express consent without a meeting may authorize another person or persons to act for such Shareholder by proxy. Every proxy shall be executed in writing by the Shareholder or such shareholder's agent, except that a proxy may be given by a Shareholder or such shareholder's agent by telegram or cable or its equivalent. No proxy shall be valid for more than eleven months unless a longer time is expressly provided therein, but in no event shall a proxy be valid after three years from the date of execution. Unless it is coupled with an interest, a proxy shall be revocable at will. A proxy shall not be revoked by the death or incapacity of the Shareholder but such proxy shall continue in force until revoked by the personal representative or guardian of the Shareholder. The presence at any meeting of any Shareholder who has given a proxy shall not revoke such proxy unless the Shareholder shall file written notice of such revocation with the Secretary of the meeting prior to the voting of such proxy.

Section 12. Election of Directors: At each election of directors every Shareholder entitled to vote at such election shall have the right to vote the number of shares owned by such Shareholder for as many persons as there are directors to be elected and for whose election he or she has a right to vote. Directors shall be elected by a plurality of the votes cast at the election, except as otherwise provided by the Certificate of Incorporation.

Elections of directors need not be by ballot unless a Shareholder demands election by ballot at the election and before the voting begins.

Section 13. Inspectors of Election: The Board may, in advance of any Shareholders' meeting, or of the tabulation of written consents of Shareholders without a meeting, appoint one or more inspectors to act at the meeting or any adjournment thereof or to tabulate such consents and make a written report thereof. If inspectors to act at any meeting of Shareholders are not so appointed or shall fail to qualify, the person presiding at a Shareholders' meeting may, and on the request of any Shareholder entitled to vote thereat, shall, make such appointment.

Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. No person shall be elected a director in an election for which he or she has served as an inspector.

ARTICLE IV - DIRECTORS

Section 1. Subject to the Reserved Powers, the business and affairs of this Corporation shall be managed by the Board of Directors, five in number (the "Board"). A director shall be at least eighteen years of age and need not be a United States citizen or a resident of this State or a Shareholder in the corporation. Each director shall be elected by the Shareholders, at the annual meeting of Shareholders of the corporation, and shall be elected for the term of one year, and until such director's successor shall be elected and shall qualify.

Section 2. First Meeting After Election: After the election of the directors, the newly elected Board may meet at such place and time as shall be fixed by the vote of the Shareholders at the annual meeting, for the purpose of organization and otherwise, and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting; provided a majority of the whole Board shall be present; or such place and time may be fixed by the consent in writing of the directors.

Section 3. Regular Meetings: The Board shall hold annual meetings for the election of officers and such other business as shall come before the meeting following each annual meeting of the Shareholders.

Section 4. Quorum: A majority of the entire Board, or of any committee thereof, shall constitute a quorum for the transaction of business, and the act of the majority present at a meeting at which a quorum is present shall be the act of the Board or of the committee.

Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board or any committee thereof, may be taken without a meeting if, prior or subsequent to such action, all members of the Board or of such committee, as the case may be, consent thereto in writing and such written consents are filed with the minutes of the proceedings of the Board or committee.

Section 5. Special Meetings: With approval of the Shareholders, special meetings of the Board may be called by the President on three days' notice to each director, either personally or by mail; special meetings may be called in like manner and on like notice, on the written request of the Shareholders. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.

Section 6. Waiver of Notice: Notice of any meeting need not be given to any director who signs a waiver of notice, whether before or after the meeting. The attendance of any director at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by such director. With the exception of Special Meetings, neither the business to be transacted at, nor the purposes of any meeting of the Board need be specified in the notice or waiver of notice of such meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten days in any one adjournment.

Section 7. Powers of Directors: Subject to the Reserved Powers, the Board of Directors shall have the management of the business of the corporation. In addition to the powers and authorities by these Bylaws expressly conferred upon them and subject to the Reserved Powers, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 8. Compensation of Directors: The directors shall serve without compensation for services to the corporation as directors, officers or otherwise.

ARTICLE V - OFFICERS

Section 1. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and, if desired, a Chairman of the Board, one or more Vice Chairmen, and such other officers as may be required. They shall be annually elected by the Shareholders and shall hold office for one year and until their successors are elected and have qualified, subject to earlier termination by removal or resignation. The Board may also choose such employees and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and shall perform such duties as from time to time shall be prescribed by the Shareholders.

Any two or more offices may be held by the same person but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these Bylaws to be executed, acknowledged, or verified by two or more officers.

Section 2. Salaries: The salaries of all officers, employees and agents of the Corporation shall be fixed by the Shareholders.

Section 3. Removal: Any officer may be removed by the Shareholders with or without cause.

Section 4. President: The President shall be the chief executive officer of the Corporation; the President shall preside at all meetings of the directors. Subject to the Reserved Powers, the President shall have general and active management of the business of the corporation, shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the corporation. Subject to the Reserved Powers, the President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation. The President shall be ex officio a member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 5. Vice President: The Vice President, if one has been appointed, shall be vested with all the powers and be required to perform all the duties of the President in the President's absence.

Section 6. Chairman of the Board: The Chairman of the Board, if one has been appointed, shall exercise such powers and perform such duties as shall be provided in the resolution proposing that a Chairman of the Board be elected.

Section 7. Secretary: The Secretary shall keep full minutes of all meetings of the Shareholders and directors. The Secretary shall be ex officio Secretary of the Board of Directors and shall attend all sessions of the Board, shall act as clerk thereof, and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given, notices of all meetings of the Shareholders of the corporation and the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Shareholders or President, under whose supervision the Secretary shall be.

Section 8. Treasurer: The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Shareholders.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Shareholders, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they or the Shareholders may require it, an account of all the Treasurer's transactions and of the financial condition of the corporation, and shall submit a full financial report at the annual meeting of the Shareholders.

ARTICLE VI - VACANCIES

Section 1. Directors: Any directorship not filled at the annual meeting and any vacancy, however caused, including vacancies resulting from an increase in the number of directors, occurring in the Board may be filled by the Shareholders. A director so elected by the Shareholders shall hold office until such director's successor shall have been elected and qualified.

Section 2. Officers: Any vacancy occurring among the officers, however caused, shall be filled by the Shareholder.

Section 3. Resignations: Any director or other officer may resign by written notice to the corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as shall be specified in the notice of resignation.

ARTICLE VII - SHARE CERTIFICATES

Section 1. The share certificates of the Corporation shall be numbered and registered in the transfer records of the Corporation as they are issued. They shall bear the corporate seal, or a facsimile thereof, and be signed by the Chairman or President and by the Secretary or Assistant Secretary.

Section 2. Transfers: All transfers of the shares of the Corporation shall be made upon the books of the Corporation by the holders of the shares in person, or by such shareholder's legal representatives. Share certificates shall be surrendered and cancelled at the time of transfer.

Section 3. Loss of Certificates: In the event that a share certificate shall be lost, destroyed or mutilated, a new certificate may be issued therefor upon such terms and indemnity to the Corporation as the Shareholders may prescribe.

ARTICLE VIII - BOOKS AND ACCOUNTS

Section 1. The Corporation shall keep books and records of account and minutes of the proceedings of the Shareholders and Board of Directors. The Corporation shall make available for inspection at its registered office, or at the office of a transfer agent in this State, a record or records containing the names and addresses of all Shareholders, the number, class and series of shares held by each and the dates when they respectively became the owners of record thereof, within ten days after demand by a Shareholder entitled to inspect them, except that in the case of shares listed on a national securities exchange, the records may be made available at the office of a transfer agent within or without this State.

ARTICLE IX - MISCELLANEOUS PROVISIONS

Section 1. Monetary Disbursements: Subject to the Reserved Powers, all checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the Shareholders may from time to time designate.

Section 2. Fiscal Year: The fiscal year of the Corporation shall be as determined from time to time by the Shareholders.

Section 3. Dividends: Subject to the Reserved Powers, the Shareholders may declare and pay dividends upon the outstanding shares of the Corporation from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by statute and the Certificate of Incorporation.

Section 4. Reserve: Before payment of any dividend there may be set aside such sum or sums as the Shareholders, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the Shareholders may abolish any such reserve in the manner in which it was created.

Section 5. Giving Notice: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the mail. If notice is given by mail, the notice shall be deemed to be given when deposited in the mail addressed to the person

to whom it is directed at his or her last address as it appears on the records of the corporation, with postage pre-paid thereon. Such notice shall specify the place, day and hour of the meeting and, in the case of a Shareholders' meeting or Special Meeting, the general nature of the business to be transacted.

In computing the period of time for the giving of any notice required or permitted by statute, or by the Certificate of Incorporation or these Bylaws or any resolution of directors or Shareholders, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included.

Section 6. Disallowed Compensation: Any payments made to an officer or employee of the Corporation such as a salary, commission, bonus, interest, rent, travel or entertainment expense incurred by such individual that shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall be reimbursed by such officer or employee to the Corporation to the full extent of such disallowance. It shall be the duty of the directors, as a Board to enforce payment of each such amount disallowed. In lieu of payment by the officer or employee, subject to the determination of the directors, proportionate amounts may be withheld from such officer's or employee's future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE X - INDEMNIFICATION

Section 1. Indemnification of Directors and Officers: The Corporation shall indemnify to the full extent from time to time permitted by the Act with the same force and effect as if same had been organized under said Act, any person made, or threatened to be made a party to any pending, threatened or completed civil, criminal, administrative or arbitative action, suit or proceeding and appeal therein (and any inquiry or investigation that could lead to such action, suit or proceeding) by reason of the fact that he/she is or was a director, officer or employee of the Corporation or, with approval of the Shareholders, serves or served any other enterprise as a director, officer or employee at the request of the Corporation. The foregoing indemnification shall be in addition to, and not in restriction or limitation of, any privileges or power that the Corporation may have with respect to the indemnification of its directors, officers or employees.

ARTICLE XI - RELIANCE ON CORPORATE RECORDS BY DIRECTORS

Section 1. Liability of Directors; Reliance on Corporate Records: Directors and members of any committee designated by the Board shall discharge their duties in good faith and with that degree of diligence, care and skill that ordinarily prudent men or women would exercise under similar circumstances in like positions. In discharging their duties, directors and members of any committee designated by the Board shall not be liable if, acting in good faith, they rely upon the opinion of counsel for the corporation or upon written reports setting forth financial data concerning the corporation and prepared by an independent public accountant or certified public accountant or firm of such accountants or upon financial statements, books of account or reports of the Corporation represented to them to be correct by the President, the officer of the Corporation having charge of its books of account, or the person presiding at a meeting of the Board.

ARTICLE XII - AMENDMENTS

Section 1. Subject to the Reserved Powers, these Bylaws and the certificate of incorporation may be amended solely by the Shareholders. The Board may, but is not required to, recommend an amendment to the Bylaws or certificate of incorporation, which the Shareholders and RWJBH may approve in their sole discretion.

Adopted: [●], 20[●]

**AMENDED AND RESTATED BYLAWS
OF
ENGLEWOOD HEALTHCARE PROPERTIES, INC.**

(Adopted [●]. 20[●])

**ARTICLE I
Name**

The name of this corporation shall be:

ENGLEWOOD HEALTHCARE PROPERTIES, INC.
(the "Corporation")

**ARTICLE II
Purposes**

The purposes for which the Corporation is organized are to acquire, hold title to, manage and dispose of property, to collect the income from such property, and to turn over the entire amount of such income, less expenses, to [RWJBH Affiliate To Be Determined] (hereinafter referred to as the "Member"), which is an organization exempt from taxation under §501(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation shall be organized and operated exclusively as an exempt organization within the meaning of §501(c)(2) of the Code.

**ARTICLE III
Membership**

1. *Membership* - The Corporation shall have one member, which shall be the Member. There shall be no other members or classes of membership whatsoever.

2. *Annual Meeting* - The annual meeting of the Member of the Corporation shall be held on such date and at such time as shall be fixed by the Member to elect Trustees and to transact such other business as shall come before the meeting.

3. *Special Meetings* - Special meetings of the Member may be called at any time by the Chairperson of the Board of Trustees or the President of the Corporation or by a majority of the Board of Trustees of the Corporation or as provided in the bylaws of the Member.

4. *Notice of Meetings* - Written notice of the time, place and purposes of annual and special meetings of the Member shall be given as provided by the bylaws of the Member.

5. *Powers* - Notwithstanding anything to the contrary contained in these Bylaws, pursuant to N.J.S.A. 15A:5-19(b), the following reserved powers shall be vested in RWJ Barnabas Health, Inc. ("RWJBH"), the sole member of the Member (the "Reserved Powers"):

- a. initiate and/or approve any amendment or change to the Corporation's certificate of incorporation;
- b. initiate and/or approve any amendment or change to, or repeal of, the Corporation's Bylaws;

- c. initiate and/or approve any merger or consolidation of the Corporation, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation's assets;
- d. initiate and/or approve a dissolution, conversion or liquidation of the Corporation, including any bankruptcy filing or any insolvency proceeding by the Corporation;
- e. elect/appoint and remove and/or approve the election/appointment or removal of the Corporation's Trustees, with or without cause;
- f. elect/appoint and remove and/or approve the election/appointment or removal of the Corporation's officers, including without limitation the President/Chief Executive Officer of the Corporation, with or without cause;
- g. initiate and/or approve the establishment by the Corporation of any new affiliation with a medical school;
- h. initiate and/or approve the Corporation's participation in any joint venture or joint enterprise with one or more other entities;
- i. initiate and/or approve, and monitor the Corporation's performance relative to, the Corporation's operating and capital budgets;
- j. initiate and/or approve, and monitor the Corporation's performance relative to, the Corporation's strategic, financial, capital and operating plans;
- k. initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Corporation's real or personal property or any interest therein owned by the Corporation;
- l. initiate and/or approve the incurrence of any indebtedness (not included in the Corporation's approved operating or capital budgets); and
- m. to the extent not expressly set forth above, direct or require the Corporation to take any other lawful acts or actions with respect to the Corporation's business, affairs, management, properties or activities that RWJBH may direct.

For purposes of these Bylaws, the term "initiate" means the right of RWJBH (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Corporation, and the term "approve" means the right of RWJBH to approve any action that is initiated and/or approved by the Corporation (including the Corporation's governing body) as an initial matter.

The Reserved Powers in this Section also shall apply to any Affiliate of the Corporation. For purposes of these Amended and Restated Bylaws, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Corporation directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Corporation has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or

owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Section and the provisions of the governing documents of the Corporation or any Affiliate, this Section shall control unless the governing documents of an Affiliate were duly adopted and approved by the Member and RWJBH pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control. These Reserved Powers may be exercised by RWJBH through the Member's approval rights, as hereinafter set forth.

6. *Action Without a Meeting* - Any action required to be taken at a meeting of the Member, or any other action which may be taken at a meeting of the Member, may be taken without a meeting by written consent, in accordance with and to the extent permitted by N.J.S.A. 15A:5-6.

ARTICLE IV Board of Trustees

1. *Powers* - Subject to the limitations of the Certificate of Incorporation, these Bylaws (including the Reserved Powers of the Member set forth herein), and the nonprofit corporation statutes concerning corporate action that must be authorized or approved by the Member of the Corporation, the Board shall have the power to do and perform all acts and functions not inconsistent with these Bylaws and the certificate of incorporation and the management and affairs of the Corporation shall be conducted by the Board. The Board shall function as an entity and has authority to act only when it so functions. An individual Board member shall have no authority to act on his/her own, only the authority to vote as one of the Board members or to act for the Board as a result of Board action or delegated authority.

2. *Appointment and Number of Trustees* - The Member shall appoint the Trustees of the Board. The number of Trustees constituting the Board shall be no fewer than seven (7) nor more than fifteen (15) and shall be fixed by the Member.

3. *Term of Office* - Members of the Board shall hold office for a term of one (1) year and until their successors are elected and qualified.

4. *Vacancies* - Whenever a vacancy shall occur in the Board as a result of death, incapacity, resignation or removal, an increase in the number of Trustees, or other cause, the Member may elect a Trustee to serve the remainder of the term.

5. *Meetings*:

a. *Annual meetings* - The Board shall hold annual meetings for the election of officers and such other business as shall come before the meeting following each annual meeting of the Member.

b. *Regular meetings* - The Board may, by resolution, provide for regular meetings, which meetings shall follow the corresponding regular meeting of the Member.

c. *Special meetings* - Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson, the President or a majority of the Trustees, with the approval of the Member, or by the Member. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.

d. *Notice and location of meetings* - At least five (5) days' prior written notice shall be given of the time, place and purposes of all annual and regular meetings of the Board, except that notice

need not be given of regular meetings of the Board held at times fixed by resolution of the Board. Special meetings of the Board shall be held upon not fewer than two (2) days' prior notice given personally or by telephone, electronic mail, or upon not fewer than five (5) days' notice given by regular mail, postage prepaid. Such notice shall specify the time and place of the meeting.

e. *Waivers of notice of Board meetings; adjournments* - Notice of a meeting need not be given to any Trustee who signs a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior to the conclusion of the meeting, the lack of notice to such Trustee of such meeting. Except in case of a special meeting, neither the business to be transacted at, nor the purpose of the meeting of the Board need be specified in the notice or waiver of notice of such meeting.

f. *Action without meeting* - The Board or any committee of the Board may act without a meeting if, prior or subsequent to such action, each Trustee or committee member shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the meeting.

g. *Meeting by telephone or other technology* - The Board or a committee of the Board may participate in a meeting of the Board or such committee, by means of a telephone conference call or any other means of communication by which all persons participating in the meeting are able to hear each other.

h. *Quorum* - A majority of the Trustees shall constitute a quorum of the Board or of any committee of the Board for the transaction of business. The act of the majority of the Trustees at a meeting at which a quorum is present shall be the act of the Board, or of any committee of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall have been obtained.

6. *Removal* - Any or all of the Trustees may be removed from the Board by the Member, with or without cause.

7. *Compensation* - All Trustees shall serve without monetary compensation for their duties provided, however, that Trustees may be reimbursed for reasonable expenses incurred with the approval of the Member.

ARTICLE V

Officers

1. *Designation* - The officers of the Corporation shall be a Chairperson of the Board, a President, a Vice President, a Treasurer, a Secretary, and such other officers as the Board shall deem necessary.

2. *Election or Appointment* - Officers of the Corporation shall be elected at the annual meeting of the Member. The Chairperson of the Board and the President shall be Trustees; other officers may, but need not be, Trustees. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these Bylaws to be executed, acknowledged or verified by two or more officers. New offices may be created and filled at any meeting of the Member. All officers shall hold office for a term of one (1) year, and until their successors have been duly elected and qualified. All officers may be reelected or reappointed without limitation upon the number of terms served. The Member at any time may appoint such Assistant Secretaries and Assistant Treasurers as it shall determine.

3. *Powers and Duties:*

a. *Chairperson of the Board* - The Chairperson of the Board shall preside at the annual meeting and all regular and special meetings of the Board.

b. *President* - The President shall be the chief executive officer of the Corporation, shall, subject to the Reserved Powers, have general charge and supervision over and responsibility for the affairs of the Corporation. Unless otherwise directed by the Board, all other officers, except the Chairperson, shall be subject to the authority and the supervision of the President. Subject to the Reserved Powers, the President may enter into and execute in the name of the Corporation contracts or other instruments in the regular course of business or contracts or other instruments not in the regular course of business that are authorized, either generally or specifically, by the Board. The President shall have the general powers and duties of management usually vested in the office of president of a corporation. The President may delegate from time to time to any other officer, any or all of such duties and authority.

c. *Vice President* - In the absence of the President or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of, and be subject to, all the restrictions upon the President. The Vice President shall perform such additional duties as may from time to time be assigned to him/her by the President or the Member.

d. *Treasurer* - The Treasurer shall have the custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President or the Member.

e. *Secretary* - The Secretary shall cause notices of all meetings to be served as prescribed in these Bylaws and shall keep or cause to be kept the minutes of all meetings of the Board. The Secretary shall have charge of the seal of the Corporation and shall perform such other duties and possess such powers as are incident to the office or as shall be assigned by the President or the Member.

f. *Absence* - During the absence of any officer, the Board may delegate his/her powers and duties to any other officer or to any Trustee for the time being.

g. *Vacancies* - Any vacancy in any office, whether due to death, resignation, removal, disqualification or otherwise, shall be filled by the Member for the unexpired term of such office.

h. *Removal* - The Member may remove any officers, with or without cause.

i. *Compensation* - The officers of the Corporation shall serve without salary or other compensation except as may be specifically fixed from time to time by resolution of the Member. No officer shall be precluded from receiving a salary or other compensation by reason of also being a member of the Board. Officers may be reimbursed for reasonable expenses incurred for their services as officers with the approval of the Member.

ARTICLE VI Committees

Subject to the Reserved Powers and subject to approval of the Member, the Board, by resolution adopted at a meeting of the Board, may appoint from among the Trustees or other persons such committees, in its discretion, as it deems desirable, which shall have and may exercise such powers as shall be conferred or authorized by the resolution appointing them. Each committee shall appoint from among its members a chairperson unless the resolution of the Board establishing such committee or these Bylaws designates the

chairperson. The Board shall have power at any time to change the membership of, to fill vacancies in, to remove members from, or to dissolve, any such committees. No committee of the Board shall have authority to exercise any power or perform any of the Reserved Powers, and no committee shall take any action that exceeds the powers of the Board under these Bylaws or applicable law. All committees shall operate subject to the oversight and control of the Board and the Member.

**ARTICLE VII
Conflict of Interest**

1. The Board of Trustees of the Corporation shall adopt and be subject to the conflict of interest policy of the Member.

**ARTICLE VIII
Indemnification of Trustees
Officers, Employees and Agents**

1. *Authority to Indemnify* - The Corporation shall indemnify every Trustee, officer, employee, and other corporate agent of the Corporation as defined in, and to the full extent permitted by N.J.S.A. 15A:3-4, as the same may be amended from time to time.

**ARTICLE IX
Contracts, Loans, Checks and Deposits**

1. *Contracts* – Subject to the Reserved Powers, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. *Loans* - No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by the Member.

3. *Checks, Drafts, etc.* - All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by the Member.

4. *Deposits* - All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Member may select.

5. *Investments* - All funds of the Corporation available for investment shall be invested from time to time in such manner as shall be approved generally or specifically by the Member.

**ARTICLE X
Miscellaneous**

1. *Seal* - The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the state and year of its incorporation as shown in detail by the impression thereof.

2. *Fiscal Year* - The fiscal year of the Corporation shall be as determined from time to time by the Member.

3. *Parliamentary Code* - All meetings of the Board and committees thereof shall be conducted in accordance with Robert's Rules of Order, Revised, except where these Bylaws contain inconsistent provisions, in which case these Bylaws shall prevail.

ARTICLE XI
Amendments to Bylaws

These Bylaws and the certificate of incorporation may be altered, amended, or repealed by the Member or RWJBH. The Board may propose to alter, amend, or repeal the Bylaws and the certificate of incorporation of the Corporation, except that any such action shall not become effective unless and until approved by the Member or RWJBH in its sole discretion.

Adopted: [●], 20[●].

**SECOND AMENDED AND RESTATED BYLAWS
OF
ENGLEWOOD HOSPITAL AND MEDICAL CENTER FOUNDATION, INC.**

Doing business as:

ENGLEWOOD HEALTH FOUNDATION, INC.

ARTICLE I
Name

The name of this corporation shall be:

ENGLEWOOD HOSPITAL AND MEDICAL CENTER FOUNDATION, INC.
(the "Corporation")

Doing business as:

ENGLEWOOD HEALTH FOUNDATION, INC.

ARTICLE II
Purpose

The purposes for which the Corporation is organized are exclusively to receive and administer funds for scientific, education, and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), more specifically, charitable fundraising activities the proceeds of which are donated by the Corporation to one or more organizations which are exempt from taxation under §501(a) of the Internal Revenue Code and which provide health care and/or health education services to the public in the State of New Jersey, and all matters necessary or appropriate to such endeavor. The Corporation shall be organized and operated exclusively as an exempt organization within the meaning of §501(c)(3) of the Code.

ARTICLE III
Membership

1. *Membership* - The Corporation shall have one Member, which shall be RWJ Barnabas Health, Inc., d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (hereinafter referred to as the "Member" or "RWJBH"). There shall be no other members or classes of membership whatsoever.
2. *Annual Meeting* - The annual meeting of the Member of the Corporation shall be held on such date and at such time as shall be fixed by the Member to elect Trustees and to transact such other business as shall come before the meeting.
3. *Special Meetings* - Special meetings of the Member may be called at any time by the Member as provided in the bylaws of the Member.
4. *Notice of Meetings* - Written notice of the time, place and purposes of annual and special meetings of the Member shall be given as provided by the bylaws of the Member.

5. *Powers* - Notwithstanding anything to the contrary contained in these Bylaws, pursuant to N.J.S.A. 15A:5-19(b), the following reserved powers shall be vested in the Member (the “Reserved Powers”):
- a. initiate and/or approve any amendment or change to the Corporation’s certificate of incorporation;
 - b. initiate and/or approve any amendment or change to, or repeal of, the Corporation’s Bylaws;
 - c. initiate and/or approve any merger or consolidation of the Corporation, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Corporation’s assets;
 - d. initiate and/or approve a dissolution, conversion or liquidation of the Corporation, including any bankruptcy filing or any insolvency proceeding by the Corporation;
 - e. elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s Trustees, with or without cause;
 - f. elect/appoint and remove and/or approve the election/appointment or removal of the Corporation’s officers, including without limitation the President/Chief Executive Officer of the Corporation, with or without cause;
 - g. initiate and/or approve the establishment by the Corporation of any new affiliation with a medical school;
 - h. initiate and/or approve the Corporation’s participation in any joint venture or joint enterprise with one or more other entities;
 - i. initiate and/or approve, and monitor the Corporation’s performance relative to, the Corporation’s operating and capital budgets;
 - j. initiate and/or approve, and monitor the Corporation’s performance relative to, the Corporation’s strategic, financial, capital and operating plans;
 - k. initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Corporation’s real or personal property or any interest therein owned by the Corporation;
 - l. initiate and/or approve the incurrence of any indebtedness (not included in the Corporation’s approved operating or capital budgets); and
 - m. to the extent not expressly set forth above, direct or require the Corporation to take any other lawful acts or actions with respect to the Corporation’s business, affairs, management, properties or activities that RWJBH may direct.

For purposes of these Bylaws, the term “initiate” means the right of the Member (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Corporation, and the term “approve” means the right of the Member to

approve any action that is initiated and/or approved by the Corporation (including the Corporation's governing body) as an initial matter.

The Reserved Powers in this Section also shall apply to any Affiliate of the Corporation. For purposes of these Second Amended and Restated Bylaws, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Corporation directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Corporation has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Section and the provisions of the governing documents of the Corporation or any Affiliate, this Section shall control unless the governing documents of an Affiliate were duly adopted and approved by the Member and RWJBH pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control. These Reserved Powers may be exercised by RWJBH through the Member's approval rights, as hereinafter set forth.

ARTICLE IV ***Board of Trustees***

1. *Powers* – Subject to the limitations of the Certificate of Incorporation, these Bylaws (including the Reserved Powers of the Member set forth herein), and the nonprofit corporation statutes concerning corporate action that must be authorized or approved by the Member of the Corporation, the activities of the Corporation shall be managed by its Board of Trustees (the "Board"). Subject to the rights of the Corporation's Member, the Board shall have the power to do and perform all acts and functions not inconsistent with these Bylaws and the certificate of incorporation and the management and affairs of the Corporation shall be conducted by the Board. The Board shall function as an entity and has authority to act only when it so functions. An individual Board member shall have no authority to act on his/her own, only the authority to vote as one of the Board members or to act for the Board as a result of Board action or delegated authority.
2. *Number of Trustees* - The number of Trustees constituting the Board shall be no fewer than fifteen (15) nor more than fifty (50) and shall be fixed by the Member by resolution from time to time. The following persons shall be ex-officio members of the Board and shall be counted within the number of Trustees fixed by the Member: the Chief Development Officer and President of the Member or their designees who are identified by title from time to time; and the Chief Financial Officer and Vice President for Development of Englewood Hospital and Medical Center, Inc. A majority of the Trustees must live or work in the Englewood Hospital and Medical Center service area, as defined by the Board from time to time.
3. *Election of Trustees* - The Trustees shall be elected by the Member of the Corporation. The Corporation shall maintain a Nominating Committee, which shall recommend candidates for election as to the Board of Trustees who, upon approval by the Board, shall be subject to ratification and approval by the Member.
4. *Term of Office* – The terms of all Trustees serving as of the Effective Date (the "Existing Trustees") shall be as set forth on the books and records of the Corporation as of the Effective Date. From and after September 2006, Trustees shall be elected to an initial term of one year and may thereafter be re-

elected for up to two (2) additional terms of three (3) years each. Such terms shall be staggered to maintain continuity. No Trustee, other than ex-officio Trustees, shall be eligible to serve more than seven (7) consecutive years as a Trustee, provided, however, that (1) a partial year's service and/or service as an officer of the Corporation shall not count towards the seven-year limitation; and (2) a Trustee may return to the Board after a minimum of one (1) year break in service. Any exception to the term limitations set forth in this section may be authorized and approved by a supermajority vote of the Board, subject to approval by the Member. As used in these Bylaws, a "supermajority vote" means the affirmative vote of at least two-thirds of the total number of Trustees then serving.

5. *Vacancies* - Whenever a vacancy shall occur in the Board as a result of death, incapacity, resignation or removal, an increase in the number of Trustees, or other cause, the Board shall nominate a candidate to fill such vacancy and present such candidate to the Member for its consideration and approval to serve the remainder of the term.
6. *Meeting* -
 - a. *Annual meetings* - The Board shall hold annual meetings for the election of officers and such other business as shall come before the meeting following each annual meeting of RWJBH.
 - b. *Regular meetings* - The Board may, by resolution, provide for regular meetings at such time and place as the Board may determine, without further notice other than such resolution.
 - c. *Special meetings* - Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson, the President or a majority of the Trustees, with the Member's approval, or by the Member. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.
 - d. *Notice and location of meetings* - At least five (5) days' prior written notice shall be given of the time, place and purposes of all annual and regular meetings of the Board, except that notice need not be given of regular meetings of the Board held at times fixed by resolution of the Board. Special meetings of the Board shall be held upon not fewer than two (2) days' prior notice given personally or by telephone, electronic mail, or upon not fewer than five (5) days' notice given by regular mail, postage prepaid. Such notice shall specify the time and place of the meeting.
 - e. *Waivers of notice of Board meetings; adjournments* - Notice of a meeting need not be given to any Trustee who signs a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior to the conclusion of the meeting, the lack of notice to such Trustee of such meeting. Except in case of a special meeting, neither the business to be transacted at, nor the purpose of the meeting of the Board need be specified in the notice or waiver of notice of such meeting.
 - f. *Action without meeting* - The Board or any committee of the Board may act without a meeting if, prior or subsequent to such action, each Trustee or committee member shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the meeting.
 - g. *Meeting by telephone or other technology* - The Board or a committee of the Board may participate in a meeting of the Board or such committee, by means of a telephone

conference call or any other means of communication by which all persons participating in the meeting are able to hear each other.

- h. *Quorum* - A majority of the Trustees shall constitute a quorum of the Board or of any committee of the Board for the transaction of business. The act of the majority of the Trustees at a meeting at which a quorum is present shall be the act of the Board, or of any committee of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall have been obtained.
- 7. *Removal* - Any or all of the Trustees may be removed from the Board by the Member, with or without cause, at any meeting of the Member called for that purpose. The Board, upon advance approval of the Member, shall also have the authority to remove a Trustee at any meeting of the Board called for that purpose.
- 8. *Compensation* - All Trustees shall serve without monetary compensation for their duties, provided, however, that Trustees may be reimbursed for reasonable expenses incurred with the approval of the Board.

ARTICLE V *Officers*

- 1. *Designation* - The officers of the Corporation shall be a Chairperson of the Board, a Vice Chairperson, a President, an Executive Vice President, a Treasurer, a Secretary, and such other officers as the Board shall deem necessary.
- 2. *Election or Appointment* - Officers of the Corporation shall be elected at the annual meeting of the Board from among the Trustees, except that the President, Executive Vice President, and Secretary shall be appointed by the Member and the Treasurer shall be the Chief Financial Officer of Englewood Hospital and Medical Center, Inc. The election (and reelection) and appointment (or reappointment) of all officers shall be approved by the Member. Any two or more offices may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law or by these Bylaws to be executed, acknowledged or verified by two or more officers. New offices may be created and filled at any meeting of the Member. All officers shall hold office for a term of one (1) year, and until their successors have been duly elected and qualified. All officers may be reelected or reappointed; provided, however, that, with the exception of the President, Executive Vice President, Secretary, and Treasurer, no officer shall serve more than six (6) consecutive years. The Member at any time may appoint such Assistant Secretaries and Assistant Treasurers as it shall determine.
- 3. *Powers and Duties* -
 - a. *Chairperson of the Board* - The Chairperson of the Board shall preside at the annual meeting and all regular and special meetings of the Board, shall appoint Chairpersons of all Board committees, and shall carry out such other duties and exercise such other powers as are ordinarily incident to that office.
 - b. *Vice Chairperson* - The Vice Chairperson shall assist the chairperson in carrying out his/her duties and powers and shall perform such other duties and exercise such other powers as may be prescribed from time to time by the Board.

- c. *President* - The President shall be the chief executive officer of the Corporation and, subject to the Reserved Powers, shall have general charge and supervision over and responsibility for the affairs of the Corporation. Unless otherwise directed by the Board, all other officers, except the Chairperson, shall be subject to the authority and the supervision of the President. Subject to the Reserved Powers, the President may enter into and execute in the name of the Corporation, contracts or other instruments in the regular course of business or contracts or other instruments not in the regular course of business that are authorized, either generally or specifically, by the Member. The President shall have the general powers and duties of management usually vested in the office of a president or chief executive officer of a corporation. The President may delegate from time to time to any other officer, any or all of such duties and authority. In the absence of the Chairperson and Vice Chairperson at any meeting of the Board, the President shall preside.
- d. *Executive Vice President* - Subject to the direction of the President, the Executive Vice President shall handle the day-to-day executive functions of the Corporation and shall have the general powers and duties of management and responsibilities usually vested in a chief operating officer of a corporation. In the absence of the President or in the event of the President's inability or refusal to act, the Executive Vice President also shall perform the duties of the President and, when so acting, shall have all the powers of, and be subject to, all the restrictions upon the President. The Executive Vice President shall perform such additional duties as may from time to time be assigned to him/her by the President, the Member or by the Board (with the Member's approval).
- e. *Treasurer* - The Treasurer shall ensure the proper custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President, the Member or the Board (with the Member's approval).
- f. *Secretary* - The Secretary shall cause notices of all meetings to be served as prescribed in these Bylaws and shall keep or cause to be kept the minutes of all meetings of the Board. The Secretary shall have charge of the seal of the Corporation and shall perform such other duties and possess such powers as are incident to the office or as shall be assigned by the President, the Member or the Board (with the Member's approval).
- g. *Absence* - During the absence of any officer, the Board may delegate his/her powers and duties to any other officer or to any Trustee for the time being.
- h. *Vacancies* - Any vacancy in any office, whether due to death, resignation, removal, disqualification or otherwise, shall be filled by the Member for the unexpired term of such office.
- i. *Removal* - The Member may remove any officers with or without cause.
- j. *Compensation* - The officers of the Corporation shall serve without salary or other compensation except as may be specifically fixed from time to time by resolution of the Member. No officer shall be precluded from receiving a salary or other compensation by reason of also being a member of the Board. Officers may be reimbursed for reasonable expenses incurred for their services as officers with the approval of the Member.

ARTICLE VI
Committees

1. The Board, by resolution adopted at a meeting of the Board, subject to the Member's approval, may appoint from among the Trustees or other persons such committees, in its discretion, as it deems desirable, which shall have and may exercise such powers as shall be conferred or authorized by the resolution appointing them. The Chairperson of the Board shall appoint a chairperson for each committee, which chairperson shall be a Trustee. The Chairperson of the Board, the President, and the Executive Vice President shall be members ex-officio of all committees. The Board shall have power at any time to change the membership of, to fill vacancies in, to remove members from, or to dissolve any such committees with the Member's approval. No committee of the Board shall have authority to exercise any power or perform any of the Reserved Powers, and no committee shall take any action that exceeds the powers of the Board under these Bylaws or applicable law. All committees shall operate subject to the oversight and control of the Board, subject to the Reserved Powers.
2. Among the committees to be maintained by the Corporation are the following, which shall collaborate with the Member in connection with such activities:
 - a. *Special Events* - This committee shall oversee the planning and execution of all Foundation fundraising events.
 - b. *Resource Development* - This committee shall develop relationships with external constituencies and create new programs and activities to raise awareness of and support for the needs of the Medical Center in the surrounding communities.
 - c. *Nominating and Governance* - This committee shall identify and recommend to the Board and Member suitable candidates for election as Trustees.

ARTICLE VII
Conflict of Interest

1. The Board of Trustees of the Corporation shall adopt and be subject to the conflict of interest policy of the Member.

ARTICLE VIII
**Indemnification of Trustees
Officers, Employees and Agents**

1. The Corporation shall indemnify to the full extent from time to time permitted by Section 15A:3-4 of the New Jersey Nonprofit Corporation Act with the same force and effect as if same had been organized under said Act, any person made, or threatened to be made a party to any pending, threatened or completed civil, criminal, administrative or arbitrate action, suit or proceeding and appeal therein (and any inquiry or investigation that could lead to such action, suit or proceeding) by reason of the fact that he/she is or was a director, officer or employee of the Corporation or, with approval of the Member, serves or served any other enterprise as a director, officer or employee at the request of the Corporation. The foregoing indemnification shall be in addition to, and not in restriction or limitation of, any privileges or power that the Corporation may have with respect to the indemnification of its directors, officers or employees.

ARTICLE IX
Contracts, Loans, Checks and Deposits

1. *Contracts* – Subject to the Reserved Powers, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.
2. *Loans* - No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by the Member.
3. *Checks, Drafts, etc.* - All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by the Member.
4. *Deposits* - All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Member may select.
5. *Investments* - All funds of the Corporation available for investment shall be invested from time to time in such manner as shall be approved generally or specifically by the Member.

ARTICLE X
Miscellaneous

1. *Seal* - The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the state and year of its incorporation as shown in detail by the impression thereof.
2. *Fiscal Year* - The fiscal year of the Corporation shall be as determined from time to time by the Member.
3. *Parliamentary Code* - All meetings of the Board and committees thereof shall be conducted in accordance with Robert's Rules of Order, Revised, except where these Bylaws contain inconsistent provisions, in which case these Bylaws shall prevail.

ARTICLE XI
Amendments to Bylaws

The Bylaws and the certificate of incorporation of the Corporation may be altered, amended, or repealed by the Member. The Board may propose to alter, amend, or repeal the Bylaws or certificate of incorporation of the Corporation, except that any such action shall not become effective unless and until approved by the Member in its sole discretion.

Adopted: [●], 20[●].

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

Emergency Physicians of Englewood, P.C.

The undersigned, being over the age of eighteen years, in order to form a professional corporation pursuant to the provisions of The Professional Service Corporation Act of the State of New Jersey, N.J.S.A. 14A:17-1 et seq., as it may be amended from time to time (the "Act"), does hereby execute the following Amended & Restated Certificate of Incorporation (the "Certificate"):

FIRST: The name of the corporation is **Emergency Physicians of Englewood, P.C.** (the "Corporation").

SECOND: The address of the Corporation's registered office is 95 Old Short Hills Road, West Orange, New Jersey 07052, and the name of the Corporation's registered agent at such address is Margaret H. Campbell.

THIRD: The Corporation is incorporated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), particularly to engage in the practice of emergency medicine and related services pursuant to the Act in a manner that furthers the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation ("EHMC"), to the extent described in Section 501(c)(3) of the Code.

FOURTH: Notwithstanding any other provisions contained herein, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, shareholders, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable, scientific and educational purposes. No private shareholder or individual shall receive any dividends or distributions from the Corporation with respect to the Corporation's stock or appreciation with respect to the Corporation's stock upon its disposition. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

FIFTH: The aggregate number of shares which the Corporation shall have authority to issue is 100 shares, no par value.

SIXTH: The number of directors constituting the Board of Directors of the Corporation shall be as set forth in the Bylaws, and the name and address of the current sole director is:

**Hillary Cohen, M.D.
375 Engle Street
Englewood, NJ 07631**

SEVENTH: The name and address of the incorporator is Matthew P. Amodeo, Esq., c/o Drinker Biddle & Reath LLC, 500 Campus Drive, Florham, New Jersey 07932.

EIGHTH: The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, the New Jersey Business Corporation Act, and to the full extent otherwise permitted by law.

NINTH: A director or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation; *provided, however*, that this shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

TENTH: The directors of the Corporation may be removed with or without cause by the shareholders upon the affirmative vote of a majority of the votes entitled to be cast for the election of directors.

ELEVENTH: No new Bylaws shall be made, nor any Bylaws altered or repealed, except as provided for in the Bylaws.

TWELFTH: The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal this Certificate or to adopt a new certificate. This Certificate may also be amended or repealed, or a new certificate adopted, at any meeting of the Board of Directors by the vote of at least a majority of the votes held by the entire Board of Directors; *provided that* any certificate adopted by the Board of Directors may be amended or repealed by the shareholders in the manner set forth above.

THIRTEENTH: Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all assets of the Corporation to EHMC, provided EHMC continues at such time to be described in Section 501(c)(3) of the Code at the time of distribution. If EHMC does not so qualify, the Board of Directors shall dispose of all of the assets of the Corporation exclusively for charitable, scientific and educational purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes which at the time qualify as an exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine, subject to the prior written approval of the shareholder. Any assets not so distributed by the Board of Directors shall be distributed by the Superior Court of New Jersey of the county in which the Corporation's principal office is then located, exclusively for the Corporation's charitable, scientific and educational purposes.

Execution Version

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation on the ____ day of _____ 202__.

[Authorized Signatory]

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

Englewood Health Urgent Care, P.C.

The undersigned, being over the age of eighteen years, in order to form a professional corporation pursuant to the provisions of The Professional Service Corporation Act of the State of New Jersey, N.J.S.A. 14A:17-1 et seq., as it may be amended from time to time (the "Act"), does hereby execute the following Amended & Restated Certificate of Incorporation (the "Certificate"):

FIRST: The name of the corporation is **Englewood Health Urgent Care, P.C.** (the "Corporation").

SECOND: The address of the Corporation's registered office is 95 Old Short Hills Road, West Orange, New Jersey 07052, and the name of the Corporation's registered agent at such address is Margaret H. Campbell.

THIRD: The Corporation is incorporated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), particularly to engage in the practice of emergency medicine and related services pursuant to the Act in a manner that furthers the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation ("EHMC"), to the extent described in Section 501(c)(3) of the Code.

FOURTH: Notwithstanding any other provisions contained herein, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, shareholders, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable, scientific and educational purposes. No private shareholder or individual shall receive any dividends or distributions from the Corporation with respect to the Corporation's stock or appreciation with respect to the Corporation's stock upon its disposition. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

FIFTH: The aggregate number of shares which the Corporation shall have authority to issue is 100 shares, no par value.

SIXTH: The number of directors constituting the Board of Directors of the Corporation shall be as set forth in the Bylaws, and the name and address of the current sole director is:

Stephen Brunnquell, M.D.
375 Engle Street
Englewood, NJ 07631

SEVENTH: The name and address of the incorporator is Matthew P. Amodeo, Esq., c/o Drinker Biddle & Reath LLC, 500 Campus Drive, Florham, New Jersey 07932.

EIGHTH: The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, the New Jersey Business Corporation Act, and to the full extent otherwise permitted by law.

NINTH: A director or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation; *provided, however*, that this shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

TENTH: The directors of the Corporation may be removed with or without cause by the shareholders upon the affirmative vote of a majority of the votes entitled to be cast for the election of directors.

ELEVENTH: No new Bylaws shall be made, nor any Bylaws altered or repealed, except as provided for in the Bylaws.

TWELFTH: The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal this Certificate or to adopt a new certificate. This Certificate may also be amended or repealed, or a new certificate adopted, at any meeting of the Board of Directors by the vote of at least a majority of the votes held by the entire Board of Directors; *provided that* any certificate adopted by the Board of Directors may be amended or repealed by the shareholders in the manner set forth above.

THIRTEENTH: Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all assets of the Corporation to EHMC, provided EHMC continues at such time to be described in Section 501(c)(3) of the Code at the time of distribution. If EHMC does not so qualify, the Board of Directors shall dispose of all of the assets of the Corporation exclusively for charitable, scientific and educational purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes which at the time qualify as an exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine, subject to the prior written approval of the shareholder. Any assets not so distributed by the Board of Directors shall be distributed by the Superior Court of New Jersey of the county in which the Corporation's principal office is then located, exclusively for the Corporation's charitable, scientific and educational purposes.

Execution Version

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation on the ____ day of _____ 202_.

[Authorized Signatory]

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

Medical Associates of Englewood, P.C.

The undersigned, being over the age of eighteen years, in order to form a professional corporation pursuant to the provisions of The Professional Service Corporation Act of the State of New Jersey, N.J.S.A. 14A:17-1 et seq., as it may be amended from time to time (the "Act"), does hereby execute the following Amended & Restated Certificate of Incorporation (the "Certificate"):

FIRST: The name of the corporation is **Medical Associates of Englewood, P.C.** (the "Corporation").

SECOND: The address of the Corporation's registered office is 95 Old Short Hills Road, West Orange, New Jersey 07052, and the name of the Corporation's registered agent at such address is Margaret H. Campbell.

THIRD: The Corporation is incorporated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), particularly to engage in the practice of emergency medicine and related services pursuant to the Act in a manner that furthers the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation ("EHMC"), to the extent described in Section 501(c)(3) of the Code.

FOURTH: Notwithstanding any other provisions contained herein, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, shareholders, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable, scientific and educational purposes. No private shareholder or individual shall receive any dividends or distributions from the Corporation with respect to the Corporation's stock or appreciation with respect to the Corporation's stock upon its disposition. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

FIFTH: The aggregate number of shares which the Corporation shall have authority to issue is 100 shares, no par value.

SIXTH: The number of directors constituting the Board of Directors of the Corporation shall be as set forth in the Bylaws, and the name and address of the current sole director is:

Hillary Cohen, M.D.
375 Engle Street
Englewood, NJ 07631

SEVENTH: The name and address of the incorporator is Matthew P. Amodeo, Esq., c/o Drinker Biddle & Reath LLC, 500 Campus Drive, Florham, New Jersey 07932.

EIGHTH: The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, the New Jersey Business Corporation Act, and to the full extent otherwise permitted by law.

NINTH: A director or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation; *provided, however*, that this shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

TENTH: The directors of the Corporation may be removed with or without cause by the shareholders upon the affirmative vote of a majority of the votes entitled to be cast for the election of directors.

ELEVENTH: No new Bylaws shall be made, nor any Bylaws altered or repealed, except as provided for in the Bylaws.

TWELFTH: The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal this Certificate or to adopt a new certificate. This Certificate may also be amended or repealed, or a new certificate adopted, at any meeting of the Board of Directors by the vote of at least a majority of the votes held by the entire Board of Directors; *provided that* any certificate adopted by the Board of Directors may be amended or repealed by the shareholders in the manner set forth above.

THIRTEENTH: Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all assets of the Corporation to EHMC, provided EHMC continues at such time to be described in Section 501(c)(3) of the Code at the time of distribution. If EHMC does not so qualify, the Board of Directors shall dispose of all of the assets of the Corporation exclusively for charitable, scientific and educational purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes which at the time qualify as an exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine, subject to the prior written approval of the shareholder. Any assets not so distributed by the Board of Directors shall be distributed by the Superior Court of New Jersey of the county in which the Corporation's principal office is then located, exclusively for the Corporation's charitable, scientific and educational purposes.

Execution Version

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation on the ____ day of _____ 202_.

[Authorized Signatory]

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

Physician Partners of Englewood, P.C.

The undersigned, being over the age of eighteen years, in order to form a professional corporation pursuant to the provisions of The Professional Service Corporation Act of the State of new Jersey, N.J.S.A. 14A:17-1 et seq., as it may be amended from time to time (the "Act"), does hereby execute the following Amended & Restated Certificate of Incorporation (the "Certificate"):

FIRST: The name of the corporation is **Physician Partners of Englewood, P.C.** (the "Corporation").

SECOND: The address of the Corporation's registered office is 95 Old Short Hills Road, West Orange, New Jersey 07052, and the name of the Corporation's registered agent at such address is Margaret H. Campbell.

THIRD: The Corporation is incorporated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), particularly to engage in the practice of emergency medicine and related services pursuant to the Act in a manner that furthers the charitable, scientific and educational purposes of Englewood Hospital and Medical Center, a New Jersey Nonprofit Corporation ("EHMC"), to the extent described in Section 501(c)(3) of the Code.

FOURTH: Notwithstanding any other provisions contained herein, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on, nor make any grant not permitted to be made, by a tax-exempt organization described in Code Section 501(c)(3), or by an organization contributions to which are deductible under Code Section 170(c)(2).

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, shareholders, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable, scientific and educational purposes. No private shareholder or individual shall receive any dividends or distributions from the Corporation with respect to the Corporation's stock or appreciation with respect to the Corporation's stock upon its disposition. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

FIFTH: The aggregate number of shares which the Corporation shall have authority to issues is 100 shares, no par value.

SIXTH: The number of directors constituting the Board of Directors of the Corporation shall be as set forth in the Bylaws, and the name and address of the current sole director is:

Stephen Brunnquell, M.D.
375 Engle Street
Englewood, NJ 07631

SEVENTH: The name and address of the incorporator is Matthew P. Amodeo, Esq., c/o Drinker Biddle & Reath LLC, 500 Campus Drive, Florham, New Jersey 07932.

EIGHTH: The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, the New Jersey Business Corporation Act, and to the full extent otherwise permitted by law.

NINTH: A director or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation; *provided, however*, that this shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.

TENTH: The directors of the Corporation may be removed with or without cause by the shareholders upon the affirmative vote of a majority of the votes entitled to be cast for the election of directors.

ELEVENTH: No new Bylaws shall be made, nor any Bylaws altered or repealed, except as provided for in the Bylaws.

TWELFTH: The vote of the holders of at least a majority of the shares of stock of the Corporation, issued and outstanding and entitled to vote, shall be necessary at any meeting of shareholders to amend or repeal this Certificate or to adopt a new certificate. This Certificate may also be amended or repealed, or a new certificate adopted, at any meeting of the Board of Directors by the vote of at least a majority of the votes held by the entire Board of Directors; *provided that* any certificate adopted by the Board of Directors may be amended or repealed by the shareholders in the manner set forth above.

THIRTEENTH: Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all assets of the Corporation to EHMC, provided EHMC continues at such time to be described in Section 501(c)(3) of the Code at the time of distribution. If EHMC does not so qualify, the Board of Directors shall dispose of all of the assets of the Corporation exclusively for charitable, scientific and educational purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes which at the time qualify as an exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine, subject to the prior written approval of the shareholder. Any assets not so distributed by the Board of Directors shall be distributed by the Superior Court of New Jersey of the county in which the Corporation's principal office is then located, exclusively for the Corporation's charitable, scientific and educational purposes.

Execution Version

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation on the ____ day of _____ 202_.

[Authorized Signatory]

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

ENGLEWOOD HEALTHCARE ENTERPRISES, INC.

The undersigned, of the age of eighteen years or over, for the purposes of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes, does hereby execute the following Amended & Restated Certificate of Incorporation:

FIRST: The name of the corporation is **Englewood Healthcare Enterprises, Inc.** (the "Corporation")

SECOND: The purpose or purposes for which the Corporation is organized are:

To do any lawful act or thing for which corporations may be organized pursuant to the provisions of Title 14A, Corporations, General, of the New Jersey Statutes.

THIRD: The aggregate number of shares which the Corporation shall have the authority to issue is:

1,000 shares without nominal or par value.

FOURTH: The address of the Corporation's registered office and the name of the Corporation's registered agent therein are:

Margaret H. Campbell

95 Old Short Hills Road, West Orange, NJ 07052

FIFTH: The number and method of selecting the directors constituting the board of directors shall be as set forth in the Bylaws and the names and addresses of the current directors are as follows:

[_____]

350 Engle Street, Englewood, NJ 07631

SIXTH: The name and address of the incorporator is as follows:

[_____]

[_____]

IN WITNESS WHEREOF, the undersigned, the incorporator of the above-named corporation, has hereunto signed this Certificate of Incorporation.

DATED: _____

Name:

THIRD AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

ENGLEWOOD HEALTHCARE PROPERTIES, INC.

Pursuant to the provisions of Section 15A: 9-5 of the New Jersey Nonprofit Corporation Act, the undersigned corporation adopts the following Third Amended & Restated Certificate of Incorporation:

Section I – DATE AND MANNER OF ADOPTION

The following Third Amended & Restated Certificate of Incorporation was approved by the Trustees of the Corporation on [_____, 202_]. The number of Trustees voting for the adoption of the restated certificates was [___ (___)] and the number of Trustees entitled to vote on the matter was [___ (___)]. The Trustees entitled to vote on the restated certificate have signed a consent in writing adopting the amendment. The number of Trustees who voted for such amendment was [___ (___)] and the number of Trustees who voted against such amendment was [___ (___)].

The following Third Restated and Amended Certificate of Incorporation was approved by the sole member of the Corporation by resolution adopted on [_____, 202_].

Section II – TEXT OF RESTATED AND AMENDED CERTIFICATE

The Certificate of Incorporation is amended and restated to read as follows:

1. *Name.* The name of the Corporation is **Englewood Healthcare Properties, Inc.** (the “Corporation”).
2. *Purpose.* The purposes for which the Corporation is organized are to acquire, hold title to, manage and dispose of property, to collect the income from such property, and to turn over the entire amount of such income, less expenses, to [RWJBH Affiliated To Be Determined] a New Jersey nonprofit corporation, which is an organization exempt from taxation under Section 501(a) of the Internal Revenue Code.

The Corporation shall be organized and operated exclusively as an exempt organization within the meaning of Section 501(c)(2) of the Internal Revenue Code.

3. *Powers.* The Corporation shall have and exercise all powers, rights and privileges granted to nonprofit corporations organized under the laws of the State of New Jersey now or hereafter in effect; provided, however, that the Corporation may not exercise any power, either express or implied, in such a manner as to disqualify the Corporation from exemption from income tax under Section 501(c)(2) of the Internal Revenue Code.
4. *Member.* The Corporation shall have one (1) member as set forth in the Bylaws of the Corporation. There shall be no other members or classes of membership whatsoever.
5. *Election of Trustees.* The method of electing trustees shall be as set forth in the bylaws of the Corporation.
6. *Registered Office/Agent.* The location and address of the Corporation’s registered office is 95 Old Short Hills Road, West Orange, New Jersey, 07052 and the name of the Corporation’s

registered agent at such address and in charge thereof, upon whom process against the Corporation may be served, is Margaret H. Campbell.

7. *Indemnification.* A director or officer of the Corporation shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation; *provided, however,* that this shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation, (b) not in good faith or involving a knowing violation of law, or (c) resulting in receipt by such person of an improper personal benefit.
8. *Liability.* To the full extent from time to time permitted by law, no trustee or officer of the Corporation, whether serving with or without compensation, shall be personally liable to the Corporation or its Member for damages or for breach of any duty owed to the Corporation or its Member provided, however, that this shall not relieve a trustee or officer from liability for any breach of duty based upon an act or omission (i) in breach of such person's duty of loyalty to the Corporation or its Member, (ii) not in good faith or involving a knowing violation of law, or (iii) resulting in receipt by such person of an improper personal benefit. Neither the amendment or repeal of this Article 8, nor the adoption of any provision of this certificate of incorporation inconsistent with the Article 8, shall eliminate or reduce the protection afforded by this Article 8 to a trustee or officer of the Corporation in respect to any matter which occurred, or any cause of action, suit or claim which but for this Article 8 would have accrued or arisen prior to such amendment, repeal or adoption.
9. *Number of Trustees.* The number and method of electing Trustees shall be as set forth in the Bylaws of the Corporation.
10. *Names of Trustees.* The names and addresses of the persons who are to serve as the trustees following adoption of this Third Amended and Restated Certificate of Incorporation are:

[____], c/o 350 Engle Street, Englewood, NJ
11. *Conduct of Business.* The Corporation shall not be conducted or operated for profit. No trustee or officer of the Corporation shall as such receive or become entitled to receive at any time any part of the net earnings or other net income of the Corporation, nor shall any part of the net earnings of the Corporation inure to the benefit of any person, except as reasonable compensation for services rendered or reimbursement for expenses incurred in conducting its affairs and carrying out its purposes, nor shall the Corporation carry on propaganda or otherwise attempt to influence legislation, nor shall the Corporation participate or intervene in any political campaign on behalf of any candidate for public office.
12. *Duration.* The duration of the Corporation is perpetual.
13. *Dissolution.* Upon the dissolution or winding up of the Corporation and after payment or provision for payment of all debts, liabilities and obligations of the Corporation, no part of the remaining assets shall be distributed to any trustee or officer of the Corporation but shall be distributed to the Member; provided, however, that at that time said corporation qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code; or in default thereof, as determined by the Board of Trustees to another organization or organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or to the federal government, or to a state or local government for a public purpose. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction in New Jersey to another

organization or organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, to be used in such manner as in the judgment of the court will best accomplish the general purposes for which the Corporation was organized.

14. *Internal Revenue Code.* Any reference herein to specific provisions of the Internal Revenue Code shall refer to the Internal Revenue Code of 1986, as it now exists or as it may be amended from time to time, or the corresponding provisions of any subsequent federal tax laws.
15. *Bylaws.* No new Bylaws shall be made, nor any Bylaws altered or repealed, except as provided for in the Bylaws.
16. *Amendments.* This certificate of incorporation may not be amended, except by the Member or by the Board of Trustees with the approval of the Member.

Section III – EFFECTIVE DATE

This amendment is to become effective upon the date of the filing of this Third Amended and Restated Certificate with the Office of the Secretary of State of New Jersey.

IN WITNESS WHEREOF, the undersigned has executed this document this ____ day of _____, 202__.

ATTEST:

**ENGLEWOOD HEALTHCARE PROPERTIES,
INC.**

By: _____

Name: _____

AMENDED & RESTATED CERTIFICATE OF INCORPORATION

OF

ENGLEWOOD HOSPITAL AND MEDICAL CENTER FOUNDATION, INC.

Pursuant to the provisions of Section 15A:9-5 of the New Jersey Nonprofit Corporation Act, the undersigned corporation adopts the following Amended & Restated Certificate of Incorporation:

Section I – DATE AND MANNER OF ADOPTION

The following Amended & Restated Certificate of Incorporation was approved by the Trustees of the Corporation at a [special] meeting of the Board of Trustees held on [_____, 202_], and was approved and adopted by the sole member of the Corporation on [_____, 202_]. The number of Trustees voting for the adoption of the restated certificate was [_()] and the number of Trustees entitled to vote on the matter was [_()]. The number of Trustees who voted against such amendment was [_()].

Section II – TEXT OF AMENDED & RESTATED CERTIFICATE

The Certificate of Incorporation is amended and restated to read as follows:

1. *Name.* The name of the corporation (hereinafter called the “Corporation”) is Englewood Hospital and Medical Center Foundation, Inc.

2. *Purpose.* The Corporation shall be a non-profit corporation organized under the New Jersey Non-Profit Corporation Act. The purposes for which the Corporation is to be formed are exclusively to receive and administer funds for scientific, educational, and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 and to that end, to hold any property, or any undivided interest in property, without limitation as to amount or value; to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such manner as, in the judgment of the directors and trustees, will best promote the purposes of the Corporation without limitation, except such limitations as may be contained in the instrument under which such property is received, this Certificate of Incorporation, the Bylaws of the Corporation, or any applicable laws; to do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its directors, trustees or officers except as permitted under the New Jersey Non-Profit Corporation Act.

(a) The specific purposes of the Corporation shall be charitable fund-raising activities with the proceeds donated by the Corporation to one or more organizations which are exempt from taxation under Section 501(a) of the Internal Revenue Code and which provide health care and/or health education services to the public in the State of New Jersey, and all matters necessary or appropriate to such endeavor.

(b) No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee, officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, trustee, officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws.

(d) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(e) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(f) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(g) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(h) Notwithstanding any other provision of this certificate, the Corporation shall not carry on any activities not permitted by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may be amended.

(i) Upon the dissolution of the Corporation or the winding up of its affairs, the assets shall be distributed to the Member and/or Englewood Hospital and Medical Center, Inc., as determined by the Board of Trustees with the approval of the Member; provided, however, that at that time the Member and/or Englewood Hospital and Medical Center, Inc., as applicable, qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code; or in default thereof, as determined by the Board of Trustees to another organization or organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or to the federal government, or to a state or local government for a public purpose. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction in New Jersey to another organization or organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, to be used in such manner as in the judgment of the court will best accomplish the general purposes for which the Corporation was organized.

3. *Members.* The Corporation shall have one member as set forth in the Bylaws of the Corporation.

4. *Duration.* The duration of the Corporation shall be perpetual.

5. *Office.* The location and address of the Corporation's registered office is 95 Old Short Hills Road, West Orange, New Jersey, 07052 and the name of the Corporation's registered agent as such address and in charge thereof, upon whom process against the Corporation may be served, is Margaret H. Campbell.

6. *Territory.* The territory in which the operations of the Corporation are principally to be conducted is the United States of America, and its territories and possessions, but the operations of the Corporation shall not be limited to such territory.

7. *Number of Trustees.* The number and method of electing Trustees shall be as set forth in the Bylaws of the Corporation.

8. *Names of Trustees.* The names and addresses of the persons who are to serve as the trustees following adoption of this Third Amended and Restated Certificate of Incorporation are:

[_____], c/o 350 Engle Street, Englewood, NJ

IN WITNESS WHEREOF, I have hereunto set my hand the ___ day of ___, 202_.

ATTEST:

**ENGLEWOOD HOSPITAL AND MEDICAL
CENTER FOUNDATION, INC.**

By: _____

Name: _____

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
EHMC HEALTH ALLIANCE ACO, LLC**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between Englewood Hospital and Medical Center, Inc. d/b/a Englewood Hospital a New Jersey nonprofit corporation (the “Member” or “Hospital”), and EHMC Health Alliance ACO, LLC a New Jersey limited liability company (the “Company”), a single member limited liability company. This Agreement amends and restates the entirety of the prior Operating Agreement between the Member and the Company.

**Article I
Company Formation**

Section 1. Formation. The Member has caused the Company to be formed as a limited liability company subject to the provisions of the New Jersey Limited Liability Company Act (the “Act”).

Section 2. Name. The name of the Company is EHMC Health Alliance ACO, LLC. The Company may exist or operate under any different name, including an assumed name, as permitted by law and approved by the Member.

Section 3. Term. The Company shall continue for a perpetual term unless dissolved by:

(a) Any event that makes it unlawful for the business of the Company to be carried on by the Member; or

(b) Any other event requiring dissolution of a limited liability company under the Act and not allowing a reinstatement of the Company.

Section 4. Offices. The Company shall continuously maintain in the State of New Jersey a registered office and a registered agent in compliance with the Act, and may have other offices within or outside the State.

Section 5. Business Purpose. The purpose of the Company is to engage in any businesses and activities in which a limited liability company may be engaged under the Act, including activities necessary or incidental to supporting an accountable care organization (“ACO”) that participates in the Medicare Shared Savings Program (“MSSP”) or other Medicare shared savings model.

Section 6. Limitations. Notwithstanding any other provision of this Agreement or the Company’s Articles of Organization, at all times, the Company shall be organized and operated so as to ensure that no part of the Company’s net earnings inures to the benefit of any private individual or person. Any and all assets and activities of the Company shall be employed solely for the purpose of assisting the Member in the achievement of the Member’s nonprofit and charitable purposes, as set forth above. Consistent with the foregoing, the Company shall not undertake any activities other than those that might properly be undertaken by the Member in keeping with the Member’s status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 7. Dissolution or Liquidation.

(a) In the event that the Company is dissolved or liquidated, all assets of the Company remaining after satisfaction of creditors shall be distributed to or as directed by the Member.

(b) If at any time the Member is dissolved or liquidated, the Member shall designate an alternate organization to serve as the member of the Company.

Article II **Member**

Section 1. Sole Member. The Company shall have one member, which shall be the Hospital.

Section 2. Liability. The Member's liability with respect to the Company shall be limited as permitted in the Act, this Agreement, and applicable law. The Member shall not be liable for any debts or losses of the Company beyond the Member's capital contributions to the Company plus the Member's pro-rata portion (100%) of the Company's undistributed profits, except as may be otherwise provided by law. In the event that the Member receives a distribution or return in whole or in part of its capital contributions, the Member shall be liable to the Company only to the extent provided by the Act.

Section 3. Rights and Responsibilities of the Member. Notwithstanding anything to the contrary contained in this Agreement, and subject to MSSP requirements as set forth in 42 CFR Part 425 for as long as Company participates in the MSSP, the following reserved powers shall be vested in RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation ("RWJBH"), the sole member of the Member (the "Reserved Powers"):

- (a) initiate and/or approve any amendment or change to the Company's articles of organization;
- (b) initiate and/or approve any amendment or change to, or repeal of, this Agreement;
- (c) initiate and/or approve any merger or consolidation of the Company, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Company's assets;
- (d) initiate and/or approve a dissolution, conversion or liquidation of the Company, including any bankruptcy filing or any insolvency proceeding by the Company;
- (e) elect/appoint and remove and/or approve the election/appointment or removal of the Company's Manager, with or without cause, subject to the requirements of 42 CFR Part 425 for as long as Company participates in the MSSP, including, but not limited to, the requirement that the Board of Managers shall at all times be constituted by at least seventy-five percent (75%) of ACO participating providers (herein, "Participants"), and that such Participants shall maintain meaningful participation in the composition and control of the Board of Managers;
- (f) elect/appoint and remove and/or approve the election/appointment or removal of the Company's officers, including without limitation the President/Chief Executive Officer of the Company, with or without cause;
- (g) initiate and/or approve the establishment by the Company of any new affiliation with a medical school;
- (h) initiate and/or approve the Company's participation in any joint venture or joint enterprise with one or more other entities;

(i) initiate and/or approve, and monitor the Company's performance relative to, the Company's operating and capital budgets;

(j) initiate and/or approve, and monitor the Company's performance relative to, the Company's financial, capital and operating plans;

(k) initiate and/or approve, and monitor the Company's strategic plans, which plans shall be consistent with the requirements of the MSSP for as long as Company participates in the MSSP.

(l) initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Company's real or personal property or any interest therein owned by the Company;

(m) initiate and/or approve the incurrence of any indebtedness (not included in the Company's approved operating or capital budgets);

(n) consistent with the recommendation of the Board of Managers, to adopt such operating policies regarding the Company's activities, operations, finances and properties as it deems necessary or appropriate from time to time, provided such policies are at all times in compliance with 42 CFR Part 425 for as long as Company participates in the MSSP; and

(o) to the extent not expressly set forth above, direct or require the Company to take any other lawful acts or actions with respect to the Company's business, affairs, management, properties or activities that the Member may direct.

For purposes of this Agreement, the term "initiate" means the right of RWJBH (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Company, and the term "approve" means the right of RWJBH to approve any action that is initiated and/or approved by the Company (including the Company's governing body) as an initial matter.

The Reserved Powers in this Section also shall apply to any Affiliate of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Company directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Company has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Section and the provisions of the governing documents of the Company or any Affiliate, this Section shall control unless the governing documents of an Affiliate were duly adopted and approved by the Member and RWJBH pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control. These Reserved Powers may be exercised by RWJBH through the Member's approval rights, as hereinafter set forth.

Section 4. Action by the Member. A meeting of the Member shall not be required for any action to be taken by the Member. Any action required or permitted to be taken by the Member with respect to the Company, whether or not taken at a meeting, shall be evidenced by the written action of the Chief

Executive Officer of the Member, or by another officer or employee of the Member who has been designated by the Chief Executive Officer to carry out such actions.

Section 5. Capital Contributions. The Member's capital contributions to the Company shall be as set forth on Exhibit A attached hereto. The Member shall not have any obligation to contribute any additional capital or fund any negative account balance.

Section 6. Allocation of Profits and Losses. All profits and losses of the Company shall be allocated to the Member. In light of the Company's status as a single-member limited liability company, the parties acknowledge and agree that the Company's separate entity status shall be disregarded for federal and state income tax purposes, such that the Company shall be treated as a division of the Member in connection with the preparation and filing of federal and state income tax returns.

Section 7. Distributions. Distributions of profits or capital to the Member shall be made at the direction of the Board of Managers.

Section 8. Withdrawal. The Member may withdraw from the Company at any time. In such event, the Member shall designate an alternate organization to serve as member of the Company.

Article III **Managers**

Section 1. General Powers. The affairs of the Company shall be managed by its Board of Managers (the "Board").

Section 2. Number.

(a) The number of Managers shall be not fewer than eight (8) nor more than fifteen (15) total Managers, with the proviso that, for as long as Company supports the participation in the MSSP, (1) ACO Participants shall at all times maintain at least seventy-five (75%) of the voting control of the Board of Managers, and (2) at least one Manager shall be a Medicare beneficiary who is served by the ACO, is not an ACO provider/supplier, does not have a conflict of interest with the ACO, and does not have an immediate family member who has a conflict of interest with the ACO. The initial number of voting Managers shall be nine (9), seven (7) of whom shall represent ACO Participants, and all of whom shall meet the qualifications set forth in Section 3 below. The names of such Managers are set forth on Exhibit B.

Section 3. Qualification and Selection of Managers. Subject to the requirements of Article II, Section 3(a) and subparagraph 2(a) of this Article III, Managers shall be appointed, nominated and elected by the Member. All Managers are expected to devote sufficient time and effort to the office in order to carry out their fiduciary responsibilities to the Company. Further, notwithstanding any contrary provision of this Section 3, without the consent of the Member, no Manager who is employed by, or who has a material direct or indirect financial relationship with, a competitor of the Company or the Member (as determined by the Member) may serve as a Manager of the Company.

Section 4. Election and Term of Office.

(a) Any Manager serving *ex officio* shall serve for so long as he or she holds the designated office, and notwithstanding any term limits applicable to other Managers. Such an individual shall cease to hold the office of Manager, without action by the Board or the Member, upon ceasing to hold the designated office.

(b) Any other Manager shall serve for a term of five years unless removed as described in Article III, Section 5, and shall be eligible to serve for two consecutive terms, provided that such individual remains qualified for office under this Agreement.

Section 5. Resignation, Removal and Vacancies.

(a) A Manager may resign at any time. Such resignation shall be effective immediately without acceptance, unless a different effective date is specified by the resigning Manager.

(b) By vote of the Board or upon the direction of the Member, a Manager may be removed who (a) has been judicially declared of unsound mind; (b) has been convicted of any offense related to the delivery of an item or service under the Medicare or Medicaid program, or any other program funded by the federal or state government (a “Government Program”), an offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, or any other offense punishable by imprisonment for a term of more than one year or subject to a civil monetary penalty; (c) has been excluded from participation in a federal health care program, including Medicare or Medicaid; (d) fails to comply with written Board policies concerning the responsibilities of Managers, including without limitation policies with respect to attendance at Board meetings and avoidance of conflicts of interest; or (e) fails to accept the office of Manager within forty-five (45) days of notice of his/her election or appointment, either by a written acceptance or attendance at a meeting, or to fulfill any other qualifications as may be specified in this Agreement.

(c) In the event of a vacancy prior to the expiration of such Manager’s term, subject to the terms of Article III, Section 2(a), the remaining term can be filled by an individual elected by the remaining Managers, or such vacancy can remain unfilled until the party or parties who nominate or elect such Manager position take action to fill such vacancy. Such replacement Manager shall meet all relevant qualifications of this Agreement, including but not limited to Section 3(a)(ii) of this Article.

Section 6. Regular Meetings. The Board may, by resolution, provide for regular meetings, which meetings shall follow the corresponding regular meeting of the Member.

Section 7. Special Meetings. Special meetings of the Board may be called by or at the request of the President, the ACO Executive or any two Managers, with the approval of the Member, or by the Member. The person or persons authorized to call any such special meeting may fix any place in the Englewood, NJ metropolitan area as the place for holding any special meeting of the Board called by them. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.

Section 8. Notice. Notice of any special meeting of the Board shall be given at least five (5) business days prior thereto by written notice to each Manager at his or her business address. Such notice may be given in person or by United States mail, recognized overnight delivery service, facsimile, or electronic mail. Any such notice shall be deemed given when delivered, provided, however that (i) notice by United States mail shall be deemed given on the second business day following deposit in the mail with postage thereon prepaid and (ii) notice by facsimile or email shall be deemed delivered on the same day sent if sent to a verified address prior to 5:00 pm local time on a business day. Such notices sent after 5:00 pm local time shall be deemed given on the next business day. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, unless the Manager is present for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum. A majority of the number of voting Managers in office at any time shall constitute a quorum for transaction of business at any meeting of the Board; provided that if less than a

majority of such number of Managers are present at said meeting at any time, a majority of the Managers then present may adjourn the meeting without further notice.

Section 10. Manner of Acting. The act of the majority of the voting Managers present and taken at a meeting at which a quorum exists shall be the act of the Company, unless the act of a greater number is required by the Articles or this Agreement, and provided, further, that any such action shall be subject to the requirements of Article II, Section 3.

Section 11. Action by Written Consent or Conference Devices.

(a) Any action required or permitted to be taken at a meeting of the Board, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Managers (or, in the case of a committee, members) entitled to vote with respect to the subject matter thereof. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more Managers. All the approvals evidencing the consent shall be filed in the corporate records. The action taken shall be effective when all of the Managers (or members) have approved the consent unless the consent specifies a different effective date. Any consent signed by all of the Managers or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or anyone else.

(b) The Board may participate in and hold a regular or special meeting by audio or video conference equipment, provided that all Managers participating in such meeting shall simultaneously be able to hear and be heard, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Manager participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 12. Reimbursement. By resolution from time to time, and subject to the approval of the Member, the Board may establish a per-meeting stipend to be paid to Managers who are not otherwise receiving compensation from the Member or an affiliate of the Member for administrative duties. Such stipend shall be determined in a manner consistent with fair market value for meeting attendance, but shall not consider time spent in meeting preparation or follow-up. All Managers shall be paid their direct out-of-pocket expenses, if any, of attendance at each meeting of the Board or in carrying out their duties as Managers. No such expense reimbursement shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

Section 13. Intentionally Omitted.

Section 14. Limitation on Authority. No individual Manager shall have the authority to bind the Company, unless such action has been expressly authorized by action of the Board of Managers, consistent with Sections 10 and 11 of this Article.

Section 15. Duties. Each Manager has a duty of loyalty to the Company, and shall perform his or her duties as Manager in good faith, and in a manner he or she believes to be in the Company's best interest, exclusively. A Manager shall not be liable to the Company or to the Member for any loss or damage sustained by the Company or the Member as a result of any act or omission of such Manager in connection with his or her activities on behalf of or relating to the Company, unless the loss or damage was the result of such Manager's bad faith. No Manager shall be required to devote all of his or her business efforts to the Company.

Article IV

Officers

Section 1. Number and Qualification. The Officers of the Company shall be as enumerated in this Section. Any two or more offices may be held by the same person, except as otherwise provided herein. Officers whose authority and duties are not prescribed in this Agreement shall have the authority to perform the duties prescribed from time to time, by the Board. Each Officer shall have, subject to this Agreement, in addition to the duties and powers specifically set forth therein, such powers and duties as are commonly incident to his or her office and such duties and powers as the Board shall from time to time designate. All Officers shall perform their duties to the Company subject to the direction and under the supervision of the Board.

(a) **President.** Subject to the Reserved Powers, the Board President shall have all the duties which that position would customarily require, including chairing all meetings of the Board, causing minutes of all meeting of the Board to be prepared, authenticating records of the Company and all other duties assigned to him or her under this Agreement, by the Member, or by Board resolution. The President shall be elected by the Board, upon a two-thirds vote of all voting Managers then in office.

(b) **Vice President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall chair meetings of the Board of Managers and shall perform such other duties as may be delegated to them from time to time by the Board or the Member.

(c) **Treasurer.** The Treasurer shall be, subject to the Reserved Powers, the principal accounting and financial officer of the Company. Subject to the Reserved Powers, the Treasurer shall: have charge of and be responsible for the maintenance of adequate books of account for the Company; have charge and custody of all funds and securities of the Company, and be responsible therefor and for the receipt and disbursement thereof; and perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the ACO Executive, the Member, or by the Board. The Treasurer shall be elected by the Board. The Board also may appoint one or more assistant treasurers, who need not be Managers.

(d) **ACO Executive.** The ACO Executive of the Company shall have a direct reporting relationship to the Board of Managers of the Company. The ACO Executive shall have, subject to the Reserved Powers, general and active management of the business of the Company and shall see that all orders and resolutions of the Board and the Member are carried into effect and shall carry out all such duties as the Board or the Member may from time to time prescribe. The ACO Executive also shall chair certain committees of the Company, and shall possess the authority to sign all certificates, contracts, checks, drafts and other instruments of the Company which may be authorized by the Member.

Section 2. Election and Term of Office.

(a) The President, Vice President and Treasurer (collectively, the “Elected Officers”) shall be elected for five-year terms and may serve any number of terms in office provided that they otherwise meet the qualifications of office. Vacancies may be filled or new offices created and filled by the Member. Each Officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an Officer shall not of itself create contract rights.

(b) The ACO Executive shall be appointed by, and serve at the pleasure of, the Board.

Section 3. Removal. Any Elected Officer, and any assistant treasurer, may be removed by the Member whenever in its judgment the best interest of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Reimbursement. By standing or special resolution of the Board approved by the Member, the Officers may be paid their direct out-of-pocket expenses in carrying out their duties as Officers. No such reimbursement shall preclude any Officer from serving the Company in any other capacity and receiving compensation therefor.

Article V **Committees**

Section 1. Establishment and Power. Subject to the Reserved Powers and subject to approval of the Member, the Board may, by resolution adopted by a majority of the Managers in office, establish one or more committees to serve at the pleasure of the Board, consisting in each case of one or more Managers and other Persons designated by the Board. Each committee shall only have the power and authority set forth in such committee's charter that is adopted by the Board from time to time. The creation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed upon the Board or such Manager by law. No committee of the Board shall have authority to exercise any power or perform any of the Reserved Powers, and no committee shall take any action that exceeds the powers of the Board under this Agreement or applicable law. All committees shall operate subject to the oversight and control of the Board and the Member.

Section 2. Term of Office. Each member of a standing or special committee shall continue in office until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee by a majority of the Board, or unless such member shall resign or cease to qualify as a member thereof.

Section 3. Vacancies. Vacancies in the membership of any standing or special committee shall be filled by the Board.

Section 4. Quorum. Unless otherwise provided in the charter, a majority of the voting-members of any committee shall constitute a quorum and the act of a majority of the voting-members present at a meeting at which a quorum is present shall constitute the act of the committee. Notwithstanding the preceding sentence, in instances when a quorum is not present, the then present committee members may conduct business limited to administrative and informational items and duties that do not require a vote of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with this Agreement, with its charter, or with rules adopted by the Board. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Article VI **RESERVED**

Article VII **Conflicts Of Interest**

Section 1. Conflict of Interest. The Board of Managers and Officers of the Company shall adopt and be subject to the conflict of interest policy of the Member.

Article VIII
Fiscal Matters

Section 1. Contracts and Commitments. Subject to the Reserved Powers, the Board by resolution may authorize any Officer or Officers, agent or agents of the Company, in addition to the Officers so authorized by this Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company and such authority may be general or confined to specific instances. Except as otherwise determined by the Board and approved by the Member, the Company shall obtain all of its required services and support from the Member.

Section 2. Loans. No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by the Member. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Company, shall be signed by such Officer or Officers, agent or agents of the Company and in such manner as shall from time to time be determined by the Member.

Section 4. Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Member may select.

Section 5. Gifts. The Board may accept on behalf of the Company any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Company.

Section 6. Books and Records. The Company shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record of the names and addresses of such individuals.

Section 7. Fiscal Year. The fiscal year of the Company shall end on August 31 of each year, unless changed by act of the Member.

Section 8. Tax Matters. The Member shall be the Company's "Tax Matters Partner" as defined in Code Section 6231. The Member shall cause the preparation and filing of all tax returns required to be filed by the Company, and all other tax returns deemed necessary in each jurisdiction in which the Company does business.

Article IX
Intentionally Omitted

Article X
Indemnification of Officers, Managers, Employees and Agents

Section 1. Indemnification. The Company shall indemnify its Officers, Managers, employees and agents to the fullest extent permitted by the Act; provided, however, that the indemnification provided by or granted pursuant to the Act shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested Managers, or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding such office. The indemnification shall continue as to a person who has ceased to be a Manager, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 2. Liability Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Manager, Officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X.

Article XI
Amendments

This Agreement shall be initially adopted as required by the Act. Thereafter, this Agreement may be altered, amended or repealed only by the Member or RWJBH, or by adoption of a resolution approved by the Board and ratified by the Member or RWJBH in their sole discretion. This Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or the Articles.

Article XII
Provisions Severable

If any provision or its application to any person or circumstance shall be invalid, illegal or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Each term herein shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns. No provision shall be for the benefit of or enforceable by any creditors of the Company. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

MEMBER:

**ENGLEWOOD HOSPITAL AND MEDICAL
CENTER, INC. D/B/A ENGLEWOOD
HOSPITAL**

By: _____

Print Name: _____

Print Title: _____

Date: _____

COMPANY:

EHMC HEALTH ALLIANCE ACO, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

Member's Capital Contributions

<u>Item</u>	<u>Description</u>	<u>Value</u>
Cash		\$1.00

EXHIBIT B

Initial Board of Managers¹

<u>Board Seat</u>	<u>Name</u>	<u>ACO Participant (Y/N)</u>
Voting Manager		Y

¹ NTD: To be confirmed/updated.

**SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
ENGLEWOOD HEALTH ACO, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of _____, 20__, by and between EHMC Health Alliance ACO, LLC a New Jersey limited liability company (the “Member” or “ACO Parent”), and Englewood Health ACO, LLC (the “Company”), a single member limited liability company. This Agreement amends and restates the entirety of the prior First Amended and Restated Operating Agreement between the Member and the Company entered into as of the 27th day of December, 2024.

**Article I
Company Formation**

Section 1. Formation. The Member has caused the Company to be formed as a limited liability company subject to the provisions of the New Jersey Limited Liability Company Act (the “Act”).

Section 2. Name. The name of the Company is Englewood Health ACO, LLC. The Company may exist or operate under any different name, including an assumed name, as permitted by law and approved by the Member.

Section 3. Term. The Company shall continue for a perpetual term unless dissolved by:

(a) Any event that makes it unlawful for the business of the Company to be carried on by the Member; or

(b) Any other event requiring dissolution of a limited liability company under the Act and not allowing a reinstatement of the Company.

Section 4. Offices. The Company shall continuously maintain in the State of New Jersey a registered office and a registered agent in compliance with the Act, and may have other offices within or outside the State.

Section 5. Business Purpose. The purpose of the Company is to promote the availability, quality, efficiency and cost-effectiveness of health and medical services and otherwise promoting the health and well-being of Medicare beneficiaries in its service areas. In furtherance of the foregoing, the Company’s purposes shall include establishing and operating an accountable care organization (“ACO”) that participates in the Medicare Shared Savings Program (“MSSP”) or another Medicare shared savings model, including being accountable for the quality, cost, and overall care of the Medicare fee-for-service beneficiaries assigned to the Company. Subject to Section 6 of this Article, the Company shall have the authority to engage in any activities necessary or incidental to such purpose and to engage in any other lawful purpose under the Act.

Section 6. Limitations. Notwithstanding any other provision of this Agreement or the Company’s Articles of Organization, at all times, the Company shall be organized and operated so as to ensure that no part of the Company’s net earnings inures to the benefit of any private individual or person. Any and all assets and activities of the Company shall be employed solely for the purpose of assisting the Member in the achievement of the Member’s nonprofit and charitable purposes, as set forth above. Consistent with the foregoing, the Company shall not undertake any activities other than those that might properly be undertaken by the Member in keeping with the Member’s status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 7. Dissolution or Liquidation.

(a) In the event that the Company is dissolved or liquidated, all assets of the Company remaining after satisfaction of creditors shall be distributed to or as directed by the Member.

(b) If at any time the Member is dissolved or liquidated, the Member shall designate an alternate organization to serve as the member of the Company.

Article II **Member**

Section 1. Sole Member. The Company shall have one member, which shall be ACO Parent.

Section 2. Liability. The Member's liability with respect to the Company shall be limited as permitted in the Act, this Agreement, and applicable law. The Member shall not be liable for any debts or losses of the Company beyond the Member's capital contributions to the Company plus the Member's pro-rata portion (100%) of the Company's undistributed profits, except as may be otherwise provided by law. In the event that the Member receives a distribution or return in whole or in part of its capital contributions, the Member shall be liable to the Company only to the extent provided by the Act.

Section 3. Rights and Responsibilities of the Member. Notwithstanding anything to the contrary contained in this Agreement, and subject to MSSP requirements as set forth in 42 CFR Part 425 for as long as Company participates in the MSSP, the following reserved powers shall be vested in Englewood Hospital and Medical Center, Inc. d/b/a Englewood Hospital a New Jersey nonprofit corporation ("EHMC"), the sole member of the Member (the "Reserved Powers"):

(a) initiate and/or approve any amendment or change to the Company's articles of organization;

(b) initiate and/or approve any amendment or change to, or repeal of, this Agreement;

(c) initiate and/or approve any merger or consolidation of the Company, or any transaction providing for the sale, mortgage or other disposition of all or substantially all of the Company's assets;

(d) initiate and/or approve a dissolution, conversion or liquidation of the Company, including any bankruptcy filing or any insolvency proceeding by the Company;

(e) elect/appoint and remove and/or approve the election/appointment or removal of the Company's Manager, with or without cause, subject to the requirements of 42 CFR Part 425 for as long as Company participates in the MSSP, including, but not limited to, the requirement that the Board of Managers shall at all times be constituted by at least seventy-five percent (75%) of ACO participating providers (herein, "Participants"), and that such Participants shall maintain meaningful participation in the composition and control of the Board of Managers;

(f) elect/appoint and remove and/or approve the election/appointment or removal of the Company's officers, including without limitation the President/Chief Executive Officer of the Company, with or without cause;

(g) initiate and/or approve the establishment by the Company of any new affiliation with a medical school;

(h) initiate and/or approve the Company's participation in any joint venture or joint enterprise with one or more other entities;

(i) initiate and/or approve, and monitor the Company's performance relative to, the Company's operating and capital budgets;

(j) initiate and/or approve, and monitor the Company's performance relative to, the Company's financial, capital and operating plans;

(k) initiate and/or approve, and monitor the Company's strategic plans, which plans shall be consistent with the requirements of the MSSP for as long as Company participates in the MSSP.

(l) initiate and/or approve the sale, lease, acquisition, exchange, transfer, conveyance or other disposition, or any lien on or mortgage or other encumbrance of any of the Company's real or personal property or any interest therein owned by the Company;

(m) initiate and/or approve the incurrence of any indebtedness (not included in the Company's approved operating or capital budgets);

(n) consistent with the recommendation of the Board of Managers, to adopt such operating policies regarding the Company's activities, operations, finances and properties as it deems necessary or appropriate from time to time, provided such policies are at all times in compliance with 42 CFR Part 425 for as long as Company participates in the MSSP; and

(o) to the extent not expressly set forth above, direct or require the Company to take any other lawful acts or actions with respect to the Company's business, affairs, management, properties or activities that the Member may direct.

For purposes of this Agreement, the term "initiate" means the right of EHMC (but not necessarily the obligation unless the same is implicit therein) to compel or direct an act or action by or that is or would be effective against the Company, and the term "approve" means the right of EHMC to approve any action that is initiated and/or approved by the Company (including the Company's governing body) as an initial matter.

The Reserved Powers in this Section also shall apply to any Affiliate of the Company. For purposes of this Second Amended and Restated Operating Agreement, the term "Affiliate" shall mean any hospital, corporation, association, partnership, trust, joint venture or other entity: (i) that the Company directly or indirectly controls as the sole member or sole or majority shareholder or owner thereof, and/or as to which the Company has the right to elect, appoint or otherwise approve a majority of the governing body of the entity; or (ii) that is, directly or indirectly, controlled by any entity described in clause (i) above, either because such entity described in clause (i) above is the sole member or sole or majority shareholder or owner, or has the right to elect, appoint or otherwise approve a majority of the governing body of, such hospital, corporation, association, partnership, trust, joint venture or other entity.

In the event of a conflict between this Section and the provisions of the governing documents of the Company or any Affiliate, this Section shall control unless the governing documents of an Affiliate were duly adopted and approved by the Member and EHMC pursuant to this Section, in which case the provisions of the governing document of the affected Affiliate shall control. These Reserved Powers may be exercised by EHMC through the Member's approval rights, as hereinafter set forth.

Section 4. Action by the Member. A meeting of the Member shall not be required for any action to be taken by the Member. Any action required or permitted to be taken by the Member with respect to the Company, whether or not taken at a meeting, shall be evidenced by the written action of the Chief Executive Officer of the Member, or by another officer or employee of the Member who has been designated by the Chief Executive Officer to carry out such actions.

Section 5. Capital Contributions. The Member's capital contributions to the Company shall be as set forth on Exhibit A attached hereto. The Member shall not have any obligation to contribute any additional capital or fund any negative account balance.

Section 6. Allocation of Profits and Losses. All profits and losses of the Company shall be allocated to the Member. In light of the Company's status as a single-member limited liability company, the parties acknowledge and agree that the Company's separate entity status shall be disregarded for federal and state income tax purposes, such that the Company shall be treated as a division of the Member in connection with the preparation and filing of federal and state income tax returns.

Section 7. Distributions. Distributions of profits or capital to the Member shall be made at the direction of the Board of Managers.

Section 8. Withdrawal. The Member may withdraw from the Company at any time. In such event, the Member shall designate an alternate organization to serve as member of the Company.

Article III **Managers**

Section 1. General Powers. The affairs of the Company shall be managed by its Board of Managers (the "Board").

Section 2. Number.

(a) The number of Managers shall be not fewer than eight (8) nor more than fifteen (15) total Managers, with the proviso that, for as long as Company participates in the MSSP, (1) ACO Participants shall at all times maintain at least seventy-five (75%) of the voting control of the Board of Managers, and (2) at least one Manager shall be a Medicare beneficiary who is served by the ACO, is not an ACO provider/supplier, does not have a conflict of interest with the ACO, and does not have an immediate family member who has a conflict of interest with the ACO. The initial number of voting Managers shall be nine (9), seven (7) of whom shall represent ACO Participants, and all of whom shall meet the qualifications set forth in Section 3 below. The names of such Managers are set forth on Exhibit B.

Section 3. Qualification and Selection of Managers. Subject to the requirements of Article II, Section 3(a) and subparagraph 2(a) of this Article III, Managers shall be appointed, nominated and elected by the Member. All Managers are expected to devote sufficient time and effort to the office in order to carry out their fiduciary responsibilities to the Company. Further, notwithstanding any contrary provision of this Section 3, without the consent of the Member, no Manager who is employed by, or who has a material direct or indirect financial relationship with, a competitor of the Company or the Member (as determined by the Member) may serve as a Manager of the Company.

Section 4. Election and Term of Office.

(a) Any Manager serving *ex officio* shall serve for so long as he or she holds the designated office, and notwithstanding any term limits applicable to other Managers. Such an individual shall cease to hold the office of Manager, without action by the Board or the Member, upon ceasing to hold the designated office.

(b) Any other Manager shall serve for a term of five years unless removed as described in Article III, Section 5, and shall be eligible to serve for two consecutive terms, provided that such individual remains qualified for office under this Agreement.

Section 5. Resignation, Removal and Vacancies.

(a) A Manager may resign at any time. Such resignation shall be effective immediately without acceptance, unless a different effective date is specified by the resigning Manager.

(b) By vote of the Board or upon the direction of the Member, a Manager may be removed who (a) has been judicially declared of unsound mind; (b) has been convicted of any offense related to the delivery of an item or service under the Medicare or Medicaid program, or any other program funded by the federal or state government (a “Government Program”), an offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, or any other offense punishable by imprisonment for a term of more than one year or subject to a civil monetary penalty; (c) has been excluded from participation in a federal health care program, including Medicare or Medicaid; (d) fails to comply with written Board policies concerning the responsibilities of Managers, including without limitation policies with respect to attendance at Board meetings and avoidance of conflicts of interest; or (e) fails to accept the office of Manager within forty-five (45) days of notice of his/her election or appointment, either by a written acceptance or attendance at a meeting, or to fulfill any other qualifications as may be specified in this Agreement.

(c) In the event of a vacancy prior to the expiration of such Manager’s term, subject to the terms of Article III, Section 2(a), the remaining term can be filled by an individual elected by the remaining Managers, or such vacancy can remain unfilled until the party or parties who nominate or elect such Manager position take action to fill such vacancy. Such replacement Manager shall meet all relevant qualifications of this Agreement, including but not limited to Section 3(a)(ii) of this Article.

Section 6. Regular Meetings. The Board may, by resolution, provide for regular meetings, which meetings shall follow the corresponding regular meeting of the Member.

Section 7. Special Meetings. Special meetings of the Board may be called by or at the request of the President, the ACO Executive or any two Managers, with the approval of the Member, or by the Member. The person or persons authorized to call any such special meeting may fix any place in the Englewood, NJ metropolitan area as the place for holding any special meeting of the Board called by them. The business to be transacted at any special meeting shall be limited to those items of business set forth in the notice of the meeting.

Section 8. Notice. Notice of any special meeting of the Board shall be given at least five (5) business days prior thereto by written notice to each Manager at his or her business address. Such notice may be given in person or by United States mail, recognized overnight delivery service, facsimile, or electronic mail. Any such notice shall be deemed given when delivered, provided, however that (i) notice by United States mail shall be deemed given on the second business day following deposit in the mail with postage thereon prepaid and (ii) notice by facsimile or email shall be deemed delivered on the same day sent if sent to a verified address prior to 5:00 pm local time on a business day. Such notices sent after 5:00 pm local time shall be deemed given on the next business day. The attendance of a Manager at any meeting

shall constitute a waiver of notice of such meeting, unless the Manager is present for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum. A majority of the number of voting Managers in office at any time shall constitute a quorum for transaction of business at any meeting of the Board; provided that if less than a majority of such number of Managers are present at said meeting at any time, a majority of the Managers then present may adjourn the meeting without further notice.

Section 10. Manner of Acting. The act of the majority of the voting Managers present and taken at a meeting at which a quorum exists shall be the act of the Company, unless the act of a greater number is required by the Articles or this Agreement, and provided, further, that any such action shall be subject to the requirements of Article II, Section 3.

Section 11. Action by Written Consent or Conference Devices.

(a) Any action required or permitted to be taken at a meeting of the Board, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Managers (or, in the case of a committee, members) entitled to vote with respect to the subject matter thereof. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more Managers. All the approvals evidencing the consent shall be filed in the corporate records. The action taken shall be effective when all of the Managers (or members) have approved the consent unless the consent specifies a different effective date. Any consent signed by all of the Managers or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or anyone else.

(b) The Board may participate in and hold a regular or special meeting by audio or video conference equipment, provided that all Managers participating in such meeting shall simultaneously be able to hear and be heard, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Manager participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 12. Reimbursement. By resolution from time to time, and subject to the approval of the Member, the Board may establish a per-meeting stipend to be paid to Managers who are not otherwise receiving compensation from the Member or an affiliate of the Member for administrative duties. Such stipend shall be determined in a manner consistent with fair market value for meeting attendance, but shall not consider time spent in meeting preparation or follow-up. All Managers shall be paid their direct out-of-pocket expenses, if any, of attendance at each meeting of the Board or in carrying out their duties as Managers. No such expense reimbursement shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

Section 13. Intentionally Omitted.

Section 14. Limitation on Authority. No individual Manager shall have the authority to bind the Company, unless such action has been expressly authorized by action of the Board of Managers, consistent with Sections 10 and 11 of this Article.

Section 15. Duties. Each Manager has a duty of loyalty to the Company, and shall perform his or her duties as Manager in good faith, and in a manner he or she believes to be in the Company's best interest, exclusively. A Manager shall not be liable to the Company or to the Member for any loss or damage

sustained by the Company or the Member as a result of any act or omission of such Manager in connection with his or her activities on behalf of or relating to the Company, unless the loss or damage was the result of such Manager's bad faith. No Manager shall be required to devote all of his or her business efforts to the Company.

Article IV **Officers**

Section 1. Number and Qualification. The Officers of the Company shall be as enumerated in this Section. Any two or more offices may be held by the same person, except as otherwise provided herein. Officers whose authority and duties are not prescribed in this Agreement shall have the authority to perform the duties prescribed from time to time, by the Board. Each Officer shall have, subject to this Agreement, in addition to the duties and powers specifically set forth therein, such powers and duties as are commonly incident to his or her office and such duties and powers as the Board shall from time to time designate. All Officers shall perform their duties to the Company subject to the direction and under the supervision of the Board.

(a) **President.** Subject to the Reserved Powers, the Board President shall have all the duties which that position would customarily require, including chairing all meetings of the Board, causing minutes of all meeting of the Board to be prepared, authenticating records of the Company and all other duties assigned to him or her under this Agreement, by the Member, or by Board resolution. The President shall be elected by the Board, upon a two-thirds vote of all voting Managers then in office.

(b) **Vice President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall chair meetings of the Board of Managers and shall perform such other duties as may be delegated to them from time to time by the Board or the Member.

(c) **Treasurer.** The Treasurer shall be, subject to the Reserved Powers, the principal accounting and financial officer of the Company. Subject to the Reserved Powers, the Treasurer shall: have charge of and be responsible for the maintenance of adequate books of account for the Company; have charge and custody of all funds and securities of the Company, and be responsible therefor and for the receipt and disbursement thereof; and perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the ACO Executive, the Member, or by the Board. The Treasurer shall be elected by the Board. The Board also may appoint one or more assistant treasurers, who need not be Managers.

(d) **ACO Executive.** The ACO Executive of the Company shall have a direct reporting relationship to the Board of Managers of the Company. The ACO Executive shall have, subject to the Reserved Powers, general and active management of the business of the Company and shall see that all orders and resolutions of the Board and the Member are carried into effect and shall carry out all such duties as the Board or the Member may from time to time prescribe. The ACO Executive also shall chair certain committees of the Company, and shall possess the authority to sign all certificates, contracts, checks, drafts and other instruments of the Company which may be authorized by the Member.

Section 2. Election and Term of Office.

(a) The President, Vice President and Treasurer (collectively, the "Elected Officers") shall be elected for five-year terms and may serve any number of terms in office provided that they otherwise meet the qualifications of office. Vacancies may be filled or new offices created and filled by the Board with the consent of the Member. Each Officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death or until he or she shall resign or shall have

been removed in the manner hereinafter provided. Election of an Officer shall not of itself create contract rights.

(b) The ACO Executive shall be appointed by, and serve at the pleasure of, the Board.

Section 3. Removal. Any Elected Officer, and any assistant treasurer, may be removed by the Member whenever in its judgment the best interest of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Reimbursement. By standing or special resolution of the Board approved by the Member, the Officers may be paid their direct out-of-pocket expenses in carrying out their duties as Officers. No such reimbursement shall preclude any Officer from serving the Company in any other capacity and receiving compensation therefor.

Article V **Committees**

Section 1. Establishment and Power. Subject to the Reserved Powers and subject to approval of the Member, the Board may, by resolution adopted by a majority of the Managers in office, establish one or more committees to serve at the pleasure of the Board, consisting in each case of one or more Managers and other Persons designated by the Board. Each committee shall only have the power and authority set forth in such committee's charter that is adopted by the Board from time to time. The creation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed upon the Board or such Manager by law. No committee of the Board shall have authority to exercise any power or perform any of the Reserved Powers, and no committee shall take any action that exceeds the powers of the Board under this Agreement or applicable law. All committees shall operate subject to the oversight and control of the Board and the Member.

Section 2. Term of Office. Each member of a standing or special committee shall continue in office until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee by a majority of the Board, or unless such member shall resign or cease to qualify as a member thereof.

Section 3. Vacancies. Vacancies in the membership of any standing or special committee shall be filled by the Board.

Section 4. Quorum. Unless otherwise provided in the charter, a majority of the voting members of any committee shall constitute a quorum and the act of a majority of the voting-members present at a meeting at which a quorum is present shall constitute the act of the committee. Notwithstanding the preceding sentence, in instances when a quorum is not present, the then present committee members may conduct business limited to administrative and informational items and duties that do not require a vote of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with this Agreement, with its charter, or with rules adopted by the Board. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Article VI
RESERVED

Article VII
Conflicts Of Interest

Section 1. Conflict of Interest. The Board of Managers and Officers of the Company shall adopt and be subject to the conflict of interest policy of the Member.

Article VIII
Fiscal Matters

Section 1. Contracts and Commitments. Subject to the Reserved Powers, the Board by resolution may authorize any Officer or Officers, agent or agents of the Company, in addition to the Officers so authorized by this Agreement, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company and such authority may be general or confined to specific instances. Except as otherwise determined by the Board and approved by the Member, the Company shall obtain all of its required services and support from the Member.

Section 2. Loans. No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by the Member. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Company, shall be signed by such Officer or Officers, agent or agents of the Company and in such manner as shall from time to time be determined by the Member.

Section 4. Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies, or other depositories as the Member may select.

Section 5. Gifts. The Board may accept on behalf of the Company any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Company.

Section 6. Books and Records. The Company shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record of the names and addresses of such individuals.

Section 7. Fiscal Year. The fiscal year of the Company shall end on August 31 of each year, unless changed by act of the Member.

Section 8. Tax Matters. The Member shall be the Company's "Tax Matters Partner" as defined in Code Section 6231. The Member shall cause the preparation and filing of all tax returns required to be filed by the Company, and all other tax returns deemed necessary in each jurisdiction in which the Company does business.

Article IX
Intentionally Omitted

Article X
Indemnification of Officers, Managers, Employees and Agents

Section 1. Indemnification. The Company shall indemnify its Officers, Managers, employees and agents to the fullest extent permitted by the Act; provided, however, that the indemnification provided by or granted pursuant to the Act shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested Managers, or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding such office. The indemnification shall continue as to a person who has ceased to be a Manager, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 2. Liability Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Manager, Officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article X.

Article XI
Amendments

This Agreement shall be initially adopted as required by the Act. Thereafter, this Agreement may be altered, amended or repealed only by the Member or EHMC, or by adoption of a resolution approved by the Board and ratified by the Member or EHMC in their sole discretion. This Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or the Articles.

Article XII
Provisions Severable

If any provision or its application to any person or circumstance shall be invalid, illegal or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Each term herein shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns. No provision shall be for the benefit of or enforceable by any creditors of the Company. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

MEMBER:

EHMC HEALTH ALLIANCE ACO, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

COMPANY:

ENGLEWOOD HEALTH ACO, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

Member's Capital Contributions

<u>Item</u>	<u>Description</u>	<u>Value</u>
Cash		\$1.00

EXHIBIT B

Initial Board of Managers¹

<u>Board Seat</u>	<u>Name</u>	<u>ACO Participant (Y/N)</u>
Voting Manager	Lane Benoff, MD	Y
Voting Manager	Mahesh Bikkina, MD	Y
Voting Manager	Hillary Cohen, MD	Y
Voting Manager	Stephen Brunnquell, MD	Y
Voting Manager	Nina Safa, MD	Y
Voting Manager	Francisco Gonzalez, MD	Y
Voting Manager	Anand Srinivasan, MD	Y
Voting Manager	Jamie Ketas	N
Voting Manager	Robert Mangano	N
Non-voting Manager	Anthony Orlando	N/A

¹ NTD: To be confirmed/updated.

Hillary Cohen, M.D.
Englewood Hospital and Medical Center
350 Engle Street
Englewood, NJ 07631

[DATE]

Re: Emergency Physicians of Englewood, P.C.

Dear Dr. Cohen,

This Stock Restriction Letter Agreement (“Agreement”) shall supplement your employment arrangement with Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, (“EHPN”) and Englewood Hospital and Medical Center, Inc., a New Jersey Nonprofit Corporation, d/b/a Englewood Hospital, and/or an affiliate thereof (for ease of reference, together referred to as “EH”).

1. Appointment.

As the EH Vice President of Medical Affairs, you have certain rights, responsibilities and authority in relation to Emergency Physicians of Englewood, P.C. (“EPE”). EPE has been formed to promote the charitable, scientific and educational purposes of EH. Through its employed physicians, EPE shall provide medical services to residents of communities served by EH, with such physician services to be provided at such locations as are deemed appropriate by EPE from time to time. The purpose of this letter is to outline your rights, responsibilities, authority and obligations in relation to EPE.

Specifically, you agree to continue to serve as the sole shareholder of EPE, until you advise EH of your determination to withdraw as a shareholder of EPE or until otherwise determined by EH. In that capacity, a stock certificate representing all of EPE’s issued and outstanding stock (10 shares) shall be issued in your name; you agree to surrender and/or endorse such certificate at any time, if and as requested by EH. You also shall continue to serve as the sole director of EPE and its Chief Executive Officer for a term or terms determined by EH.

2. Charitable Status and Associated Restrictions.

You acknowledge EPE’s federal tax-exempt status as a charitable, scientific and educational organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In this regard, you agree to cause EPE to be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code, namely the promotion of health for the benefit of the community. You also agree to abide by all the restrictions imposed by federal tax laws on Section 501(c)(3) organizations.

An organization described in Section 501(c)(3) of the Code may not allow its net earnings to inure to the benefit of any private shareholder or individual, which includes making distributions to such persons. EPE may, however, pay reasonable compensation for services rendered by individuals to it. In this context, you shall have no economic rights to the profits, distributions, or assets of EPE. Any and all income or distributions (other than reasonable compensation) received by you as a shareholder, director or Chief Executive Officer of EPE shall be turned over immediately to EH. If for any reason EPE shall not qualify as a Section 501(c)(3) organization as intended, you agree that this fact will not change the conclusion that you have no economic interest in EPE.

3. Beneficial Interest and Limitations on Authority.

You shall hold the shares of stock in EPE solely in your capacity as EH Vice President of Medical Affairs. You hereby agree to hold such stock, and to hold and exercise any and all rights and interests resulting therefrom or attendant thereto, solely and exclusively for the benefit of EH and the achievement of its and EPE's purposes. In exercising your authority and carrying out your responsibilities as shareholder, director and Chief Executive Officer of EPE, you shall act at all times in a manner consistent with EPE's Certificate of Incorporation and Bylaws (as may be amended from time to time). In such capacities, you shall take certain actions as provided herein only after consultation with EH so as to permit the sole member of EH, RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (the "Member") to take appropriate review and action, if and as applicable. In the event that, after such consultation, you determine that you are unable to exercise your authority or carry out your responsibilities in a manner that is consistent with the best interests of EH and the achievement of its mission and purposes (as determined by the Member in its sole and absolute discretion), you shall forego taking action and instead shall resign from your position as sole shareholder, director and Chief Executive Officer of EPE, with consequences as set forth in Section 3 below.

Notwithstanding the foregoing, as to any of the matters set forth below, you shall exercise your authority as shareholder, director and Chief Executive Officer of EPE only with the prior approval of and as directed by the Member:

- (a) Change in the philosophy, mission or purposes of EPE;
- (b) Appointment or removal of any additional member of EPE's board of directors;
- (c) Appointment of the Treasurer, who at all times be the individual serving as the Chief Financial Officer of EH, and any other officers of EPE;
- (d) Creation of any subsidiary organization, or the affiliation of EPE with any other entity for the purpose of the joint conduct of business of other programs, whether in the form of participation in a corporation (either through the holding of stock or by membership), partnership, joint venture, co-tendency or any other form of ownership or control;
- (e) Conveyance, encumbrance or lease of any real property of EPE;
- (f) Purchase or disposition of any assets of EPE, other than in the ordinary course of business;
- (g) Incurrence of any indebtedness (direct or guaranteed) by EPE, other than in the ordinary course of business;
- (h) Amendment of EPE's Certificate of Incorporation or Bylaws; and
- (i) Merger, consolidation, dissolution or liquidation of EPE.

You further agree that, notwithstanding your general authority and responsibilities as the sole shareholder, director and Chief Executive Officer of EPE, the Treasurer of EPE shall at all times have authority and responsibility for the following matters, to be undertaken in collaboration with EH:

- (i) Establishment and implementation of any and all compensation arrangements for physicians and executives employed or retained by EPE;
- (ii) Negotiation and execution of any and all employment agreements for physicians and executives employed by EPE, and any amendments or renewals thereof;

(iii) Negotiation and execution of any professional services agreements proposed to be entered into between EPE and any other physicians or clinical providers, and any amendments or renewals thereof; and

(iv) Preparation of annual operating and capital budgets for EPE, and any amendments thereto.

You also agree to promote participation by EPE and its employed or retained physicians in EH programs and initiatives regarding quality of care, patient satisfaction, performance improvement, community outreach, and patient financial assistance, all if and as directed by EH.

4. Disposition, Encumbrance, Issuance or Transfer of Share.

You shall not have any right to sell, assign, encumber, pledge, distribute, or otherwise dispose of your stock in EPE without EH's prior written consent. You agree to inform EH (specifically its President/CEO or, in his or her absence, Senior VP for Finance/CFO) of any threatened bankruptcy or insolvency proceedings related to yourself and of any occasion at which your assets may be insufficient to pay your debts as they become due.

EH may, in its sole discretion, request that additional shareholders be added to EPE. Upon any such request, you shall take all actions reasonably necessary to effectuate such request.

You shall transfer all of your shares of stock in EPE to a designee(s) of EH upon the first to occur of the following: (i) termination, or expiration and non-renewal, of your employment with EH, as applicable; (ii) completion of your term as EH Vice President of Medical Affairs, or your resignation or removal from such office; or (iii) as otherwise requested by EH. This provision shall be binding upon your estate, heirs and assigns. In furtherance of the foregoing, upon the execution hereof, you shall deliver your shares of stock in EPE to EH, together with a fully executed stock power in blank. EH shall, as your attorney-in-fact, have the right, at any time, to transfer such shares to its designee(s) in accordance with this Agreement. The reverse side of all stock certificates evidencing ownership of stock in EPE shall bear a legend restricting the transfer of your shares in accordance with this Agreement.

5. Insurance and Indemnification.

EH and/or EPE shall provide or otherwise arrange for professional liability/malpractice insurance to protect and indemnify you from any and all claims arising during your tenure as, and with respect to or as a result of shareholder, director and Chief Executive Officer of EPE. EH shall indemnify you for professional liability/malpractice claims involving amounts in excess of the policy limits of the professional liability/malpractice insurance obtained by EH and/or the EPE under this paragraph for claims made within the scope of your duties as shareholder, director and/or Chief Executive Officer of EPE. EH and/or EPE shall maintain D&O liability insurance and you shall be covered under such policy.

EH and its successors and affiliates shall defend, indemnify, and hold you harmless from any and all liabilities, losses, damages, and costs (including, without limitation, reasonable attorneys' fees) that you might incur (collectively "Claims") in your capacity as a shareholder, director and/or Chief Executive Officer of EPE; provided, however, that the foregoing shall not apply if: (i) you act in bad faith or with malice; (ii) you fail to notify EH of any potential or actual Claims against you, promptly after you become aware of same, arising from your service as a shareholder, director and/or Chief Executive Officer of EPE, upon your becoming aware of the same (provided that such failure shall not limit the defense, indemnification and hold harmless obligations of EH hereunder to the extent that EH becomes independently aware of such Claims or such failure does not have a material adverse effect on EH); (iii)

you do not permit EH to select counsel reasonably acceptable to you; or (iv) you unreasonably refuse to cooperate with and permit EH to conduct the defense, negotiation, and/or settlement of any such Claims. The indemnity hereunder shall not apply to any Claim to the extent such Claim results, in whole or in part, from: (x) your material breach of this Agreement; (y) medical malpractice claims outside of your activities as a shareholder, director and/or Chief Executive Officer of EPE; or (z) your willful misconduct. This indemnity shall apply to only those activities conducted by EPE at locations as are approved in advance by EPE, the Member, and EH. The indemnification provided hereunder shall be secondary to, and shall only apply to those amounts in excess of, any applicable insurance coverage.

6. Security Interest and Further Action.

EH shall, to the extent authorized by law, have a continuing security interest in all assets of EPE as appropriate under applicable laws and regulations, whether hereinafter existing or later acquired, including without limitation that accounts receivable of EPHN for professional services rendered, and all accessions thereto, substitutions therefor, and replacements, products, and proceeds thereof. From time to time, EPE shall promptly execute and deliver any and all further instruments and documents (including financing statements) and take all further action that EH may reasonably request, in order to enable EH to exercise and enforce its rights and remedies hereunder with respect to the collateral in which a security interest has been granted.

7. Other.

This Agreement may be amended or terminated only through a written agreement signed by you and EH's duly-authorized representative. The security interest granted to EH hereunder shall survive any termination of this Agreement. EH's hold harmless, defense and indemnification obligations under Section 5 hereunder shall survive and remain in effect following the date that you are no longer a shareholder of EPE and/or any other termination of this Agreement with respect to Claims arising out of incidents occurring prior to such termination. In addition, EH shall provide you continued professional liability/malpractice insurance to protect from any claims arising out of incidents occurring prior to such termination (tail coverage).

If you are in agreement with all the foregoing, please acknowledge the same by signing where indicated below and returning a fully-executed copy to us.

We appreciate your willingness to assume these additional duties and responsibilities, and look forward to a continued mutually-collaborative relationship.

Sincerely,

RWJBARNABAS HEALTH, AS THE SOLE MEMBER OF
ENGLEWOOD HOSPITAL

Mark Manigan, President/CEO

Agree to and accepted as of this ____ day
of _____.

Hillary Cohen, M.D.

Stephen Brunnquell, M.D.
Englewood Hospital and Medical Center
350 Engle Street
Englewood, NJ 07631

[DATE]

Re: Englewood Health Urgent Care, P.C.

Dear Dr. Brunnquell,

This Stock Restriction Letter Agreement (“Agreement”) shall supplement your employment arrangement with Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, (“EHPN”) and Englewood Hospital and Medical Center, Inc., a New Jersey Nonprofit Corporation, d/b/a Englewood Hospital, and/or an affiliate thereof (for ease of reference, together referred to as “EH”).

1. Appointment.

As the President of EHPN, you have certain rights, responsibilities and authority in relation to Englewood Health Urgent Care, P.C. (“EHUC”). EHUC has been formed to promote the charitable, scientific and educational purposes of EH. Through its employed physicians, EHUC shall provide medical services to residents of communities served by EH, with such physician services to be provided at such locations as are deemed appropriate by EHUC from time to time. The purpose of this letter is to outline your rights, responsibilities, authority and obligations in relation to EHUC.

Specifically, you agree to continue to serve as the sole shareholder of EHUC, until you advise EH of your determination to withdraw as a shareholder of EHUC or until otherwise determined by EH. In that capacity, a stock certificate representing all of EHUC’s issued and outstanding stock (10 shares) shall be issued in your name; you agree to surrender and/or endorse such certificate at any time, if and as requested by EH. You also shall continue to serve as the sole director of EHUC and its Chief Executive Officer for a term or terms determined by EH.

2. Charitable Status and Associated Restrictions.

You acknowledge EHUC’s federal tax-exempt status as a charitable, scientific and educational organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In this regard, you agree to cause EHUC to be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code, namely the promotion of health for the benefit of the community. You also agree to abide by all the restrictions imposed by federal tax laws on Section 501(c)(3) organizations.

An organization described in Section 501(c)(3) of the Code may not allow its net earnings to inure to the benefit of any private shareholder or individual, which includes making distributions to such persons. EHUC may, however, pay reasonable compensation for services rendered by individuals to it. In this context, you shall have no economic rights to the profits, distributions, or assets of EHUC. Any and all income or distributions (other than reasonable compensation) received by you as a shareholder, director or Chief Executive Officer of EHUC shall be turned over immediately to EH. If for any reason EHUC shall not qualify as a Section 501(c)(3) organization as intended, you agree that this fact will not change the conclusion that you have no economic interest in EHUC.

3. Beneficial Interest and Limitations on Authority.

You shall hold the shares of stock in EHUC solely in your capacity as President of EHPN. You hereby agree to hold such stock, and to hold and exercise any and all rights and interests resulting therefrom or attendant thereto, solely and exclusively for the benefit of EH and the achievement of its and EHUC's purposes. In exercising your authority and carrying out your responsibilities as shareholder, director and Chief Executive Officer of EHUC, you shall act at all times in a manner consistent with EHUC's Certificate of Incorporation and Bylaws (as may be amended from time to time). In such capacities, you shall take certain actions as provided herein only after consultation with EH so as to permit the sole member of EH, RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (the "Member") to take appropriate review and action, if and as applicable. In the event that, after such consultation, you determine that you are unable to exercise your authority or carry out your responsibilities in a manner that is consistent with the best interests of EH and the achievement of its mission and purposes (as determined by the Member in its sole and absolute discretion), you shall forego taking action and instead shall resign from your position as sole shareholder, director and Chief Executive Officer of EHUC, with consequences as set forth in Section 3 below.

Notwithstanding the foregoing, as to any of the matters set forth below, you shall exercise your authority as shareholder, director and Chief Executive Officer of EHUC only with the prior approval of and as directed by the Member:

- (a) Change in the philosophy, mission or purposes of EHUC;
- (b) Appointment or removal of any additional member of EHUC's board of directors;
- (c) Appointment of the Treasurer, who at all times be the individual serving as the Chief Financial Officer of EH, and any other officers of EHUC;
- (d) Creation of any subsidiary organization, or the affiliation of EHUC with any other entity for the purpose of the joint conduct of business of other programs, whether in the form of participation in a corporation (either through the holding of stock or by membership), partnership, joint venture, co-tendency or any other form of ownership or control;
- (e) Conveyance, encumbrance or lease of any real property of EHUC;
- (f) Purchase or disposition of any assets of EHUC, other than in the ordinary course of business;
- (g) Incurrence of any indebtedness (direct or guaranteed) by EHUC, other than in the ordinary course of business;
- (h) Amendment of EHUC's Certificate of Incorporation or Bylaws; and
- (i) Merger, consolidation, dissolution or liquidation of EHUC.

You further agree that, notwithstanding your general authority and responsibilities as the sole shareholder, director and Chief Executive Officer of EHUC, the Treasurer of EHUC shall at all times have authority and responsibility for the following matters, to be undertaken in collaboration with EH:

- (i) Establishment and implementation of any and all compensation arrangements for physicians and executives employed or retained by EHUC;
- (ii) Negotiation and execution of any and all employment agreements for physicians and executives employed by EHUC, and any amendments or renewals thereof;

(iii) Negotiation and execution of any professional services agreements proposed to be entered into between EHUC and any other physicians or clinical providers, and any amendments or renewals thereof; and

(iv) Preparation of annual operating and capital budgets for EHUC, and any amendments thereto.

You also agree to promote participation by EHUC and its employed or retained physicians in EH programs and initiatives regarding quality of care, patient satisfaction, performance improvement, community outreach, and patient financial assistance, all if and as directed by EH.

4. Disposition, Encumbrance, Issuance or Transfer of Share.

You shall not have any right to sell, assign, encumber, pledge, distribute, or otherwise dispose of your stock in EHUC without EH's prior written consent. You agree to inform EH (specifically its President/CEO or, in his or her absence, Senior VP for Finance/CFO) of any threatened bankruptcy or insolvency proceedings related to yourself and of any occasion at which your assets may be insufficient to pay your debts as they become due.

EH may, in its sole discretion, request that additional shareholders be added to EHUC. Upon any such request, you shall take all actions reasonably necessary to effectuate such request.

You shall transfer all of your shares of stock in EHUC to a designee(s) of EH upon the first to occur of the following: (i) termination, or expiration and non-renewal, of your employment with EH, as applicable; (ii) completion of your term as EH Vice President of Medical Affairs, or your resignation or removal from such office; or (iii) as otherwise requested by EH. This provision shall be binding upon your estate, heirs and assigns. In furtherance of the foregoing, upon the execution hereof, you shall deliver your shares of stock in EHUC to EH, together with a fully executed stock power in blank. EH shall, as your attorney-in-fact, have the right, at any time, to transfer such shares to its designee(s) in accordance with this Agreement. The reverse side of all stock certificates evidencing ownership of stock in EHUC shall bear a legend restricting the transfer of your shares in accordance with this Agreement.

5. Insurance and Indemnification.

EH and/or EHUC shall provide or otherwise arrange for professional liability/malpractice insurance to protect and indemnify you from any and all claims arising during your tenure as, and with respect to or as a result of shareholder, director and Chief Executive Officer of EHUC. EH shall indemnify you for professional liability/malpractice claims involving amounts in excess of the policy limits of the professional liability/malpractice insurance obtained by EH and/or the EHUC under this paragraph for claims made within the scope of your duties as shareholder, director and/or Chief Executive Officer of EHUC. EH and/or EHUC shall maintain D&O liability insurance and you shall be covered under such policy.

EH and its successors and affiliates shall defend, indemnify, and hold you harmless from any and all liabilities, losses, damages, and costs (including, without limitation, reasonable attorneys' fees) that you might incur (collectively "Claims") in your capacity as a shareholder, director and/or Chief Executive Officer of EHUC; provided, however, that the foregoing shall not apply if: (i) you act in bad faith or with malice; (ii) you fail to notify EH of any potential or actual Claims against you, promptly after you become aware of same, arising from your service as a shareholder, director and/or Chief Executive Officer of EHUC, upon your becoming aware of the same (provided that such failure shall not limit the defense, indemnification and hold harmless obligations of EH hereunder to the extent that EH becomes independently aware of such Claims or such failure does not have a material adverse effect on EH); (iii)

you do not permit EH to select counsel reasonably acceptable to you; or (iv) you unreasonably refuse to cooperate with and permit EH to conduct the defense, negotiation, and/or settlement of any such Claims. The indemnity hereunder shall not apply to any Claim to the extent such Claim results, in whole or in part, from: (x) your material breach of this Agreement; (y) medical malpractice claims outside of your activities as a shareholder, director and/or Chief Executive Officer of EHUC; or (z) your willful misconduct. This indemnity shall apply to only those activities conducted by EHUC at locations as are approved in advance by EHUC, the Member, and EH. The indemnification provided hereunder shall be secondary to, and shall only apply to those amounts in excess of, any applicable insurance coverage.

6. Security Interest and Further Action.

EH shall, to the extent authorized by law, have a continuing security interest in all assets of EHUC as appropriate under applicable laws and regulations, whether hereinafter existing or later acquired, including without limitation that accounts receivable of EPHN for professional services rendered, and all accessions thereto, substitutions therefor, and replacements, products, and proceeds thereof. From time to time, EHUC shall promptly execute and deliver any and all further instruments and documents (including financing statements) and take all further action that EH may reasonably request, in order to enable EH to exercise and enforce its rights and remedies hereunder with respect to the collateral in which a security interest has been granted.

7. Other.

This Agreement may be amended or terminated only through a written agreement signed by you and EH's duly-authorized representative. The security interest granted to EH hereunder shall survive any termination of this Agreement. EH's hold harmless, defense and indemnification obligations under Section 5 hereunder shall survive and remain in effect following the date that you are no longer a shareholder of EHUC and/or any other termination of this Agreement with respect to Claims arising out of incidents occurring prior to such termination. In addition, EH shall provide you continued professional liability/malpractice insurance to protect from any claims arising out of incidents occurring prior to such termination (tail coverage).

If you are in agreement with all the foregoing, please acknowledge the same by signing where indicated below and returning a fully-executed copy to us.

We appreciate your willingness to assume these additional duties and responsibilities, and look forward to a continued mutually-collaborative relationship.

Sincerely,

RWJBARNABAS HEALTH, AS THE SOLE MEMBER OF
ENGLEWOOD HOSPITAL

Mark Manigan, President/CEO

Agree to and accepted as of this ____ day
of _____.

Stephen Brunnquell, M.D.

Stephen Brunnquell, M.D.
Englewood Hospital and Medical Center
350 Engle Street
Englewood, NJ 07631

[DATE]

Re: Physician Partners of Englewood, P.C.

Dear Dr. Brunnquell,

This Stock Restriction Letter Agreement (“Agreement”) shall supplement your employment arrangement with Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, (“EHPN”) and Englewood Hospital and Medical Center, Inc., a New Jersey Nonprofit Corporation, d/b/a Englewood Hospital, and/or an affiliate thereof (for ease of reference, together referred to as “EH”).

1. Appointment.

As the President of EHPN, you have certain rights, responsibilities and authority in relation to Physician Partners of Englewood, P.C. (“PPE”). PPE has been formed to promote the charitable, scientific and educational purposes of EH. Through its employed physicians, PPE shall provide medical services to residents of communities served by EH, with such physician services to be provided at such locations as are deemed appropriate by PPE from time to time. The purpose of this letter is to outline your rights, responsibilities, authority and obligations in relation to PPE.

Specifically, you agree to continue to serve as the sole shareholder of PPE, until you advise EH of your determination to withdraw as a shareholder of PPE or until otherwise determined by EH. In that capacity, a stock certificate representing all of PPE’s issued and outstanding stock (10 shares) shall be issued in your name; you agree to surrender and/or endorse such certificate at any time, if and as requested by EH. You also shall continue to serve as the sole director of PPE and its Chief Executive Officer for a term or terms determined by EH.

2. Charitable Status and Associated Restrictions.

You acknowledge PPE’s federal tax-exempt status as a charitable, scientific and educational organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In this regard, you agree to cause PPE to be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code, namely the promotion of health for the benefit of the community. You also agree to abide by all the restrictions imposed by federal tax laws on Section 501(c)(3) organizations.

An organization described in Section 501(c)(3) of the Code may not allow its net earnings to inure to the benefit of any private shareholder or individual, which includes making distributions to such persons. PPE may, however, pay reasonable compensation for services rendered by individuals to it. In this context, you shall have no economic rights to the profits, distributions, or assets of PPE. Any and all income or distributions (other than reasonable compensation) received by you as a shareholder, director or Chief Executive Officer of PPE shall be turned over immediately to EH. If for any reason PPE shall not qualify as a Section 501(c)(3) organization as intended, you agree that this fact will not change the conclusion that you have no economic interest in PPE.

3. Beneficial Interest and Limitations on Authority.

You shall hold the shares of stock in PPE solely in your capacity as President of EHPN. You hereby agree to hold such stock, and to hold and exercise any and all rights and interests resulting therefrom or attendant thereto, solely and exclusively for the benefit of EH and the achievement of its and PPE's purposes. In exercising your authority and carrying out your responsibilities as shareholder, director and Chief Executive Officer of PPE, you shall act at all times in a manner consistent with PPE's Certificate of Incorporation and Bylaws (as may be amended from time to time). In such capacities, you shall take certain actions as provided herein only after consultation with EH so as to permit the sole member of EH, RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (the "Member") to take appropriate review and action, if and as applicable. In the event that, after such consultation, you determine that you are unable to exercise your authority or carry out your responsibilities in a manner that is consistent with the best interests of EH and the achievement of its mission and purposes (as determined by the Member in its sole and absolute discretion), you shall forego taking action and instead shall resign from your position as sole shareholder, director and Chief Executive Officer of PPE, with consequences as set forth in Section 3 below.

Notwithstanding the foregoing, as to any of the matters set forth below, you shall exercise your authority as shareholder, director and Chief Executive Officer of PPE only with the prior approval of and as directed by the Member:

- (a) Change in the philosophy, mission or purposes of PPE;
- (b) Appointment or removal of any additional member of PPE's board of directors;
- (c) Appointment of the Treasurer, who at all times be the individual serving as the Chief Financial Officer of EH, and any other officers of PPE;
- (d) Creation of any subsidiary organization, or the affiliation of PPE with any other entity for the purpose of the joint conduct of business of other programs, whether in the form of participation in a corporation (either through the holding of stock or by membership), partnership, joint venture, co-tendency or any other form of ownership or control;
- (e) Conveyance, encumbrance or lease of any real property of PPE;
- (f) Purchase or disposition of any assets of PPE, other than in the ordinary course of business;
- (g) Incurrence of any indebtedness (direct or guaranteed) by PPE, other than in the ordinary course of business;
- (h) Amendment of PPE's Certificate of Incorporation or Bylaws; and
- (i) Merger, consolidation, dissolution or liquidation of PPE.

You further agree that, notwithstanding your general authority and responsibilities as the sole shareholder, director and Chief Executive Officer of PPE, the Treasurer of PPE shall at all times have authority and responsibility for the following matters, to be undertaken in collaboration with EH:

- (i) Establishment and implementation of any and all compensation arrangements for physicians and executives employed or retained by PPE;
- (ii) Negotiation and execution of any and all employment agreements for physicians and executives employed by PPE, and any amendments or renewals thereof;

- (iii) Negotiation and execution of any professional services agreements proposed to be entered into between PPE and any other physicians or clinical providers, and any amendments or renewals thereof; and
- (iv) Preparation of annual operating and capital budgets for PPE, and any amendments thereto.

You also agree to promote participation by PPE and its employed or retained physicians in EH programs and initiatives regarding quality of care, patient satisfaction, performance improvement, community outreach, and patient financial assistance, all if and as directed by EH.

4. Disposition, Encumbrance, Issuance or Transfer of Share.

You shall not have any right to sell, assign, encumber, pledge, distribute, or otherwise dispose of your stock in PPE without EH's prior written consent. You agree to inform EH (specifically its President/CEO or, in his or her absence, Senior VP for Finance/CFO) of any threatened bankruptcy or insolvency proceedings related to yourself and of any occasion at which your assets may be insufficient to pay your debts as they become due.

EH May, in its sole discretion, request that additional shareholders be added to PPE. Upon any such request, you shall take all actions reasonably necessary to effectuate such request.

You shall transfer all of your shares of stock in PPE to a designee(s) of EH upon the first to occur of the following: (i) termination, or expiration and non-renewal, of your employment with EH, as applicable; (ii) completion of your term as EH Vice President of Medical Affairs, or your resignation or removal from such office; or (iii) as otherwise requested by EH. This provision shall be binding upon your estate, heirs and assigns. In furtherance of the foregoing, upon the execution hereof, you shall deliver your shares of stock in PPE to EH, together with a fully executed stock power in blank. EH shall, as your attorney-in-fact, have the right, at any time, to transfer such shares to its designee(s) in accordance with this Agreement. The reverse side of all stock certificates evidencing ownership of stock in PPE shall bear a legend restricting the transfer of your shares in accordance with this Agreement.

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EH and/or PPE shall provide or otherwise arrange for professional liability/malpractice insurance to protect and indemnify you from any and all claims arising during your tenure as, and with respect to or as a result of shareholder, director and Chief Executive Officer of PPE. EH shall indemnify you for professional liability/malpractice claims involving amounts in excess of the policy limits of the professional liability/malpractice insurance obtained by EH and/or the PPE under this paragraph for claims made within the scope of your duties as shareholder, director and/or Chief Executive Officer of PPE. EH and/or PPE shall maintain D&O liability insurance and you shall be covered under such policy.

EH and its successors and affiliates shall defend, indemnify, and hold you harmless from any and all liabilities, losses, damages, and costs (including, without limitation, reasonable attorneys' fees) that you might incur (collectively "Claims") in your capacity as a shareholder, director and/or Chief Executive Officer of PPE; provided, however, that the foregoing shall not apply if: (i) you act in bad faith or with malice; (ii) you fail to notify EH of any potential or actual Claims against you, promptly after you become aware of same, arising from your service as a shareholder, director and/or Chief Executive Officer of PPE, upon your becoming aware of the same (provided that such failure shall not limit the defense, indemnification and hold harmless obligations of EH hereunder to the extent that EH becomes independently aware of such Claims or such failure does not have a material adverse effect on EH); (iii) you do not permit EH to select counsel reasonably acceptable to you; or (iv) you unreasonably refuse to

cooperate with and permit EH to conduct the defense, negotiation, and/or settlement of any such Claims. The indemnity hereunder shall not apply to any Claim to the extent such Claim results, in whole or in part, from: (x) your material breach of this Agreement; (y) medical malpractice claims outside of your activities as a shareholder, director and/or Chief Executive Officer of PPE; or (z) your willful misconduct. This indemnity shall apply to only those activities conducted by PPE at locations as are approved in advance by PPE, the Member, and EH. The indemnification provided hereunder shall be secondary to, and shall only apply to those amounts in excess of, any applicable insurance coverage.

6. Security Interest and Further Action.

EH shall, to the extent authorized by law, have a continuing security interest in all assets of PPE as appropriate under applicable laws and regulations, whether hereinafter existing or later acquired, including without limitation that accounts receivable of EPHN for professional services rendered, and all accessions thereto, substitutions therefor, and replacements, products, and proceeds thereof. From time to time, PPE shall promptly execute and deliver any and all further instruments and documents (including financing statements) and take all further action that EH may reasonably request, in order to enable EH to exercise and enforce its rights and remedies hereunder with respect to the collateral in which a security interest has been granted.

7. Other.

This Agreement may be amended or terminated only through a written agreement signed by you and EH's duly-authorized representative. The security interest granted to EH hereunder shall survive any termination of this Agreement. EH's hold harmless, defense and indemnification obligations under Section 5 hereunder shall survive and remain in effect following the date that you are no longer a shareholder of PPE and/or any other termination of this Agreement with respect to Claims arising out of incidents occurring prior to such termination. In addition, EH shall provide you continued professional liability/malpractice insurance to protect from any claims arising out of incidents occurring prior to such termination (tail coverage).

If you are in agreement with all the foregoing, please acknowledge the same by signing where indicated below and returning a fully-executed copy to us.

We appreciate your willingness to assume these additional duties and responsibilities, and look forward to a continued mutually-collaborative relationship.

Sincerely,

RWJBARNABAS HEALTH, AS THE SOLE MEMBER OF
ENGLEWOOD HOSPITAL

Mark Manigan, President/CEO

Agree to and accepted as of this ____ day
of _____.

Stephen Brunnquell, M.D.

Hillary Cohen, M.D.
Englewood Hospital and Medical Center
350 Engle Street
Englewood, NJ 07631

[DATE]

Re: Medical Associates of Englewood, P.C.,
d/b/a Englewood Health Physician Network

Dear Dr. Cohen,

This Stock Restriction Letter Agreement (“Agreement”) shall supplement your employment arrangement with Medical Associates of Englewood, P.C., d/b/a Englewood Health Physician Network, (“EHPN”) and Englewood Hospital and Medical Center, Inc., a New Jersey Nonprofit Corporation, d/b/a Englewood Hospital, and/or an affiliate thereof (for ease of reference, together referred to as “EH”).

1. Appointment.

As the EH Vice President of Medical Affairs, you have certain rights, responsibilities and authority in relation to EHPN. EHPN has been formed to promote the charitable, scientific and educational purposes of EH. Through its employed physicians, EHPN shall provide medical services to residents of communities served by EH, with such physician services to be provided at such locations as are deemed appropriate by EHPN from time to time. The purpose of this letter is to outline your rights, responsibilities, authority and obligations in relation to EHPN.

Specifically, you agree to continue to serve as the sole shareholder of EHPN, until you advise EH of your determination to withdraw as a shareholder of EHPN or until otherwise determined by EH. In that capacity, a stock certificate representing all of EHPN’s issued and outstanding stock (10 shares) shall be issued in your name; you agree to surrender and/or endorse such certificate at any time, if and as requested by EH. You also shall continue to serve as the sole director of EHPN and its Chief Executive Officer for a term or terms determined by EH.

2. Charitable Status and Associated Restrictions.

You acknowledge EHPN’s federal tax-exempt status as a charitable, scientific and educational organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In this regard, you agree to cause EHPN to be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code, namely the promotion of health for the benefit of the community. You also agree to abide by all the restrictions imposed by federal tax laws on Section 501(c)(3) organizations.

An organization described in Section 501(c)(3) of the Code may not allow its net earnings to inure to the benefit of any private shareholder or individual, which includes making distributions to such persons. EHPN may, however, pay reasonable compensation for services rendered by individuals to it. In this context, you shall have no economic rights to the profits, distributions, or assets of EHPN. Any and all income or distributions (other than reasonable compensation) received by you as a shareholder, director or Chief Executive Officer of EHPN shall be turned over immediately to EH. If for any reason EHPN shall not qualify as a Section 501(c)(3) organization as intended, you agree that this fact will not change the conclusion that you have no economic interest in EHPN.

3. Beneficial Interest and Limitations on Authority.

You shall hold the shares of stock in EHPN solely in your capacity as EH Vice President of Medical Affairs. You hereby agree to hold such stock, and to hold and exercise any and all rights and interests resulting therefrom or attendant thereto, solely and exclusively for the benefit of EH and the achievement of its and EHPN's purposes. In exercising your authority and carrying out your responsibilities as shareholder, director and Chief Executive Officer of EHPN, you shall act at all times in a manner consistent with EHPN's Certificate of Incorporation and Bylaws (as may be amended from time to time). In such capacities, you shall take certain actions as provided herein only after consultation with EH so as to permit the sole member of EH, RWJ Barnabas Health, Inc. d/b/a RWJBarnabas Health, a New Jersey nonprofit corporation (the "Member"), to take appropriate review and action, if and as applicable. In the event that, after such consultation, you determine that you are unable to exercise your authority or carry out your responsibilities in a manner that is consistent with the best interests of EH and the achievement of its mission and purposes (as determined by the Member in its sole and absolute discretion), you shall forego taking action and instead shall resign from your position as sole shareholder, director and Chief Executive Officer of EHPN, with consequences as set forth in Section 3 below.

Notwithstanding the foregoing, as to any of the matters set forth below, you shall exercise your authority as shareholder, director and Chief Executive Officer of EHPN only with the prior approval of and as directed by the Member:

- (a) Change in the philosophy, mission or purposes of EHPN;
- (b) Appointment or removal of any additional member of EHPN's board of directors;
- (c) Appointment of the Treasurer, who at all times be the individual serving as the Chief Financial Officer of EH, and any other officers of EHPN;
- (d) Creation of any subsidiary organization, or the affiliation of EHPN with any other entity for the purpose of the joint conduct of business of other programs, whether in the form of participation in a corporation (either through the holding of stock or by membership), partnership, joint venture, co-tendency or any other form of ownership or control;
- (e) Conveyance, encumbrance or lease of any real property of EHPN;
- (f) Purchase or disposition of any assets of EHPN, other than in the ordinary course of business;
- (g) Incurrence of any indebtedness (direct or guaranteed) by EHPN, other than in the ordinary course of business;
- (h) Amendment of EHPN's Certificate of Incorporation or Bylaws; and
- (i) Merger, consolidation, dissolution or liquidation of EHPN.

You further agree that, notwithstanding your general authority and responsibilities as the sole shareholder, director and Chief Executive Officer of EHPN, the Treasurer of EHPN shall at all times have authority and responsibility for the following matters, to be undertaken in collaboration with EH:

- (i) Establishment and implementation of any and all compensation arrangements for physicians and executives employed or retained by EHPN;
- (ii) Negotiation and execution of any and all employment agreements for physicians and executives employed by EHPN, and any amendments or renewals thereof;

(iii) Negotiation and execution of any professional services agreements proposed to be entered into between EHPN and any other physicians or clinical providers, and any amendments or renewals thereof; and

(iv) Preparation of annual operating and capital budgets for EHPN, and any amendments thereto.

You also agree to promote participation by EHPN and its employed or retained physicians in EH programs and initiatives regarding quality of care, patient satisfaction, performance improvement, community outreach, and patient financial assistance, all if and as directed by EH.

4. Disposition, Encumbrance, Issuance or Transfer of Share.

You shall not have any right to sell, assign, encumber, pledge, distribute, or otherwise dispose of your stock in EHPN without EH's prior written consent. You agree to inform EH (specifically its President/CEO or, in his or her absence, Senior VP for Finance/CFO) of any threatened bankruptcy or insolvency proceedings related to yourself and of any occasion at which your assets may be insufficient to pay your debts as they become due.

EH may, in its sole discretion, request that additional shareholders be added to EHPN. Upon any such request, you shall take all actions reasonably necessary to effectuate such request.

You shall transfer all of your shares of stock in EHPN to a designee(s) of EH upon the first to occur of the following: (i) termination, or expiration and non-renewal, of your employment with EH, as applicable; (ii) completion of your term as EH Vice President of Medical Affairs, or your resignation or removal from such office; or (iii) as otherwise requested by EH. This provision shall be binding upon your estate, heirs and assigns. In furtherance of the foregoing, upon the execution hereof, you shall deliver your shares of stock in EHPN to EH, together with a fully executed stock power in blank. EH shall, as your attorney-in-fact, have the right, at any time, to transfer such shares to its designee(s) in accordance with this Agreement. The reverse side of all stock certificates evidencing ownership of stock in EHPN shall bear a legend restricting the transfer of your shares in accordance with this Agreement.

5. Insurance and Indemnification.

EH and/or EHPN shall provide or otherwise arrange for professional liability/malpractice insurance to protect and indemnify you from any and all claims arising during your tenure as, and with respect to or as a result of shareholder, director and Chief Executive Officer of EHPN. EH shall indemnify you for professional liability/malpractice claims involving amounts in excess of the policy limits of the professional liability/malpractice insurance obtained by EH and/or the EHPN under this paragraph for claims made within the scope of your duties as shareholder, director and/or Chief Executive Officer of EHPN. EH and/or EHPN shall maintain D&O liability insurance and you shall be covered under such policy.

EH and its successors and affiliates shall defend, indemnify, and hold you harmless from any and all liabilities, losses, damages, and costs (including, without limitation, reasonable attorneys' fees) that you might incur (collectively "Claims") in your capacity as a shareholder, director and/or Chief Executive Officer of EHPN; provided, however, that the foregoing shall not apply if: (i) you act in bad faith or with malice; (ii) you fail to notify EH of any potential or actual Claims against you, promptly after you become aware of same, arising from your service as a shareholder, director and/or Chief Executive Officer of EHPN, upon your becoming aware of the same (provided that such failure shall not limit the defense, indemnification and hold harmless obligations of EH hereunder to the extent that EH becomes independently aware of such Claims or such failure does not have a material adverse effect on EH); (iii)

you do not permit EH to select counsel reasonably acceptable to you; or (iv) you unreasonably refuse to cooperate with and permit EH to conduct the defense, negotiation, and/or settlement of any such Claims. The indemnity hereunder shall not apply to any Claim to the extent such Claim results, in whole or in part, from: (x) your material breach of this Agreement; (y) medical malpractice claims outside of your activities as a shareholder, director and/or Chief Executive Officer of EHPN; or (z) your willful misconduct. This indemnity shall apply to only those activities conducted by EHPN at locations as are approved in advance by EHPN, the Member, and EH. The indemnification provided hereunder shall be secondary to, and shall only apply to those amounts in excess of, any applicable insurance coverage.

6. Security Interest and Further Action.

EH shall, to the extent authorized by law, have a continuing security interest in all assets of EHPN as appropriate under applicable laws and regulations, whether hereinafter existing or later acquired, including without limitation that accounts receivable of EHPN for professional services rendered, and all accessions thereto, substitutions therefor, and replacements, products, and proceeds thereof. From time to time, EHPN shall promptly execute and deliver any and all further instruments and documents (including financing statements) and take all further action that EH may reasonably request, in order to enable EH to exercise and enforce its rights and remedies hereunder with respect to the collateral in which a security interest has been granted.

7. Other.

This Agreement may be amended or terminated only through a written agreement signed by you and EH's duly-authorized representative. The security interest granted to EH hereunder shall survive any termination of this Agreement. EH's hold harmless, defense and indemnification obligations under Section 5 hereunder shall survive and remain in effect following the date that you are no longer a shareholder of EHPN and/or any other termination of this Agreement with respect to Claims arising out of incidents occurring prior to such termination. In addition, EH shall provide you continued professional liability/malpractice insurance to protect from any claims arising out of incidents occurring prior to such termination (tail coverage).

If you are in agreement with all the foregoing, please acknowledge the same by signing where indicated below and returning a fully-executed copy to us.

We appreciate your willingness to assume these additional duties and responsibilities, and look forward to a continued mutually-collaborative relationship.

Sincerely,

RWJBARNABAS HEALTH, AS THE SOLE
MEMBER OF ENGLEWOOD HOSPITAL

Mark Manigan, President/CEO

Agree to and accepted as of this ____ day
of _____.

Hillary Cohen, M.D.

EXHIBIT E

2025 CAPITAL BUDGET

See attached.

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EXHIBIT F

2025 OPERATING BUDGET

See attached.

