BOARD OF TRUSTEES
July 25, 2023
Regular Meeting

Time: In correlation with related recess of the SFHS Board Meeting Agenda

A. Approval of Agenda  Action
B. FHC corporation transfer to DHS  Action
C. Adjournment  Action
RESOLUTION NO. ____

RESOLUTION APPROVING THE MERGER OF FRANCISCAN HEALTH CENTER AND DULUTH HEALTH SERVICES

BE IT RESOLVED, by the Board of Trustees (the “Board”) of Franciscan Health Center, a Minnesota non-profit corporation (the “Corporation”), as follows:

1. A merger of the Corporation with Duluth Health Services (“DHS”), a Minnesota non-profit corporation, has been proposed according to the terms of the Plan of Merger and Articles of Merger included as Attachment A (collectively, the “Merger Documents”) and the 2023 Assignment and Assumption Agreement included as Attachment B (the “Assignment Agreement”).

2. The Board finds that it is in the best interest of the Corporation to merge with DHS on the terms and conditions of the Merger Documents and the Assignment Agreement.

3. The merger and the Merger Documents and the Assignment Agreement are hereby approved.

4. The President of the Corporation is directed to execute the Merger Documents, Assignment Agreement, and all other agreements and documents the President deems necessary in the President’s judgement, to give effect to the Merger Documents and the Assignment Agreement.

5. All other actions required to consummate the merger and give effect to the Merger Documents and Assignment Agreement taken to date are hereby ratified, confirmed, approved and adopted in all respects as fully as if such actions had been presented to for approval, and approved by, the Board prior to such action being taken.

6. This resolution shall take effect immediately upon its adoption.

Approved: July __, 2023

______________________________
Board Chair

ATTEST:________________________
Secretary/Treasurer

Board Member ____________________ introduced the following resolution and moved its adoption.
The motion for adoption of the foregoing Resolution was duly seconded by Board Member ________________ and, upon vote taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the Resolution was declared passed and adopted.
Resolution No.____

Attachment A
Merger Documents
Resolution No.____

Attachment B
Assignment Agreement
BOARD OF TRUSTEES
July 25, 2023

Time: In correlation with related recess of the SFHS Board Meeting Agenda

A. Approval of Agenda                Action

B. FHC corporation transfer to DHS    Action

C. Adjournment                       Action
RESOLUTION NO. ___

RESOLUTION APPROVING THE MERGER OF FRANCISCAN HEALTH CENTER AND DULUTH HEALTH SERVICES

BE IT RESOLVED, by the Board of Trustees (the “Board”) of Duluth Health Services, a Minnesota non-profit corporation (the “Corporation”), as follows:

1. A merger of the Corporation with Franciscan Health Center (“FHC”), a Minnesota non-profit corporation, has been proposed according to the terms of the Plan of Merger and Articles of Merger included as Attachment A (collectively, the “Merger Documents”) and the 2023 Assignment and Assumption Agreement included as Attachment B (the “Assignment Agreement”).

2. The Board finds that it is in the best interest of the Corporation to merge with FHC on the terms and conditions of the Merger Documents and the Assignment Agreement.

3. The merger and the Merger Documents and the Assignment Agreement are hereby approved.

4. The President of the Corporation is directed to execute the Merger Documents, Assignment Agreement, and all other agreements and documents the President deems necessary in the President’s judgement, to give effect to the Merger Documents and the Assignment Agreement.

5. All other actions required to consummate the merger and give effect to the Merger Documents and Assignment Agreement taken to date are hereby ratified, confirmed, approved and adopted in all respects as fully as if such actions had been presented to for approval, and approved by, the Board prior to such action being taken.

6. This resolution shall take effect immediately upon its adoption.

Approved: July __, 2023

________________________________________
Board Chair

ATTEST: ________________________________
Secretary/Treasurer

Board Member __________________________ introduced the following resolution and moved its adoption.
The motion for adoption of the foregoing Resolution was duly seconded by Board Member ________________ and, upon vote taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the Resolution was declared passed and adopted.
Resolution No.____

Attachment A
Merger Documents
Attachment B
Assignment Agreement
ARTICLES OF MERGER
OF
FRANCISCAN HEALTH CENTER
INTO
DULUTH HEALTH SERVICES

PLAN OF MERGER

1. The names of the constituent organizations proposing to merge are Franciscan Health Center, a Minnesota non-profit corporation, and Duluth Health Services, a Minnesota non-profit corporation.

2. The name of the surviving corporation is: Duluth Health Services

3. The terms and conditions of the proposed merger are as follows:

   A. The Articles of Incorporation and Bylaws of Duluth Health Services, as they exist on the effective date of the merger, shall be and remain the Articles of Incorporation and Bylaws of Duluth Health Services, the surviving corporation, until the same shall be altered, amended or repealed as provided therein.

   B. The first regular meeting of the Board of Directors of Duluth Health Services may be called or convened as provided in its Bylaws.

   C. All persons who are officers of Duluth Health Services on the effective date of the merger, shall occupy the same offices of Duluth Health Services until its Board of Directors shall elect or appoint their successors.

   D. When the merger becomes effective, the separate existences of Franciscan Health Center and Duluth Health Services shall cease, and those non-profit corporations shall be merged in accordance with this plan into Duluth Health Services, which shall survive the merger. Duluth Health Services shall continue in existence and shall, without other transfer, succeed to and possess all the rights, privileges, immunities, powers, purposes and missions of each of the constituent organizations, and all of the property, real and personal, and every other asset of each of the constituent organizations, including without limitation, the name, trademarks and trade names of each constituent organization without further act or deed. If Duluth Health Services at any time deems it desirable that further assignment or assurance shall be given to fully accomplish the purposes of this merger, the directors and officers of any constituent organization shall do all things necessary, including execution of any relevant documents, to properly effectuate the merger. Duluth
Health Services shall assume and be liable for all the liabilities, obligations and penalties of Franciscan Health Center and Duluth Health Services. No liability or obligations due or to become due, claim or demand for any cause existing against Franciscan Health Center or Duluth Health Services, or any member, officer, or director thereof shall be released or impaired by such merger.

E. The Articles of Merger shall be filed with the Minnesota Secretary of State on August 1, 2023 and the merger shall be effective upon such filing.

**FRANCISCAN HEALTH CENTER**

By St. Francis Health Services of Morris, Inc.

By ________________________________

Carol Raw, its CEO/President

By Franciscan Health Center

By ________________________________

Its President

**DULUTH HEALTH SERVICES**

By St. Francis Health Services of Morris, Inc.

By ________________________________

Carol Raw, its CEO/President

By Duluth Health Services

By ________________________________

Its President
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment and Assumption Agreement”), effective on and as of August 1, 2023 (the “Effective Date”), is by and between FRANCISCAN HEALTH CENTER (“FHC” or the “Assignor”), a nonprofit corporation organized and existing under the laws of the State of Minnesota and Duluth Health Services (“DHS” or the “Assignee”), a nonprofit corporation organized and existing under the laws of the State of Minnesota, and acknowledged by St. Francis Health Services of Morris, Inc. (“SFHS”), a nonprofit corporation organized and existing under the laws of the State of Minnesota, and consented to by Bell Bank (formerly known as Bell State Bank & Trust), a North Dakota banking corporation (the “Bank”).

Section 1. Recitals. The parties make the following recitals of fact:

A. Definitions. Capitalized terms not defined in this Assignment and Assumption Agreement or required to be capitalized by the rules of grammar and usage have the meanings assigned in either (i) the Loan Agreement, as amended by that First Amendment to Loan Agreement dated June 28, 2023, and as may further be amended from time to time (the “2014 Loan Agreement”) dated July 3, 2014, among the City of Browns Valley, Minnesota (“Browns Valley”), a municipal corporation and political subdivision of the State of Minnesota, and the City of Browerville, Minnesota (“Browerville” and together with Browns Valley, the “2014 Issuers”), a municipal corporation and political subdivision of the State of Minnesota, and SFHS, or (ii) the Loan Agreement (the “2018 Loan Agreement” and together with the 2014 Loan Agreement, the “Loan Agreements”) dated October 31, 2018, among the City of Randall, Minnesota (“Randall”), municipal corporation and political subdivision of the State of Minnesota, and the City of Royalton, Minnesota (“Royalton” and together with Randall, the “2018 Issuers”), municipal corporation and political subdivision of the State of Minnesota, and SFHS.

B. Nature of FHC. FHC is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and exempt from taxation under Section 509(a)(2) of the Code. FHC is an affiliate of SFHS and has previously guaranteed certain obligations with respect to the issuance of the 2014 Notes.

C. Nature of DHS. DHS is an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 509(a)(2) of the Code. DHS is an affiliate of SFHS.

D. Independent Organization. FHC and DHS each represent that they are independent organizations under the provisions of the Code. The governing body of FHC and DHS have each independently approved this Assignment and Assumption Agreement.

E. The 2014 Notes. The 2014 Issuers issued the following obligations and loaned the proceeds to SFHS, each guaranteed by FHC:
1. Browns Valley’s Health Care Facilities Revenue Note, Series 2014A (Franciscan Health Center Project), dated July 3, 2014 (the “Browns Valley 2014A Note”), in favor of the Bank, in the original principal amount of $1,997,000, and

2. Browerville’s Health Care Facilities Revenue Note, Series 2014A (Franciscan Health Center Project), dated July 3, 2014 (the “Browerville 2014A Note”), in favor of the Bank, in the original principal amount of $2,121,000 (the Browns Valley 2014A Note and the Browerville 2014A Note are together referred to herein as the “2014 Notes”).

F. The 2014 Financing Arrangement. The 2014 Issuers loaned the proceeds of the 2014 Notes (the “2014 Loan”) to SFHS pursuant to the 2014 Loan Agreement for the purpose of refinancing, acquisition of, and capital improvements to a 44-bed skilled nursing facility located at 3910 Minnesota Avenue, Duluth, Minnesota (the “2014 Project”). The 2014 Notes were purchased by the Bank. The right, title and interest of SFHS in the 2014 Loan Agreement (other than the Unassigned Issuer’s Rights defined therein) were assigned to the Bank pursuant to the terms of an Assignment Agreement dated July 3, 2014, by and among the 2014 Issuers, the Bank and SFHS (the “2014 Assignment Agreement”). FHC entered into a Guaranty Agreement dated July 3, 2014, providing for the guaranty of certain obligations with respect to the 2014 Notes for the benefit of the Bank (the “Original Guaranty”), as amended and restated pursuant to that Amended and Restated Guaranty dated the date hereof pursuant to which DHS will replace FHC as guarantor and providing for the guarantee of certain obligations with respect to the 2014 Notes for the benefit of the Bank (the “Guaranty”).

G. 2014 Security. As security for SFHS’ obligations under the 2014 Loan Agreement, SFHS granted the Bank a security interest in its real and personal property as described on the attached Exhibit A (the “Mortgaged Property”) pursuant to the terms and conditions of a Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the “Mortgage”), dated July 3, 2014, from SFHS to the Bank and recorded on August 11, 2014, as Document No. 947507 in the office of the St. Louis County Registrar of Titles (the “Original Mortgage”).

H. The 2018 Notes. The 2018 Issuers issued the following obligations for the benefit of SFHS:

1. Randall’s Health Care Facilities Revenue Note, Series 2018 (Little Falls Health Services Project), dated October 31, 2018 (the “Randall 2018 Note”), in favor of the Bank, in the original principal amount of $5,561,000, and

2. Royalton’s Health Care Facilities Revenue Note, Series 2018 (Little Falls Health Services Project), dated October 31, 2018 (the “Royalton 2018 Note”), in favor of the Bank, in the original principal amount of $5,500,000 (the Randall 2018 Note and the Royalton 2018 Note are together referred to herein as the “2018 Notes” and collectively with the 2014 Notes, the “Notes”).

I. The 2018 Financing Arrangement. The 2018 Issuers loaned the proceeds of the 2018 Notes (the “2018 Loan”) to SFHS pursuant to the 2018 Loan Agreement for
the purpose of construction and equipping of a replacement skilled nursing facility consisting of 48 private rooms and 16 split double rooms for a total of 64 beds in an 82,042 square foot building constructed in two phases located at 1200 First Avenue NE, Little Falls, Minnesota (the “2018 Project”). The 2018 Notes were purchased by the Bank. The right, title and interest of SFHS in the 2018 Loan Agreement (other than the Unassigned Issuer’s Rights defined therein) were assigned to the Bank pursuant to the terms of an Assignment Agreement dated October 31, 2018, by and among the 2018 Issuers, the Bank and SFHS (the “2018 Assignment Agreement” and together with the 2014 Assignment Agreement, the “Assignment Agreements”).

J. **2018 Security.** As security for SFHS’ obligations under the 2018 Loan Agreement, SFHS granted the Bank a security interest in the Mortgaged Property pursuant to the terms and conditions of an Amended and Restated Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the “Amended Mortgage”), dated October 31, 2018, from SFHS to the Bank. The Amended Mortgage was issued to provide for the pledge by SFHS of the Mortgaged Property as additional collateral with respect to payment and other obligations related to the 2018 Notes.

K. **2014 and 2018 Shared Collateral.** The payment by SFHS of its obligations under the Loan Agreements and the Notes are secured by the Amended Mortgage.

L. **Proposed Merger and Related Assignments.** FHC is merging into DHS, with DHS as the surviving entity. As a result of such merger, DHS shall (i) assume FHC’s rights and obligations under the Original Guaranty, and (ii) assume all rights and responsibilities of FHC as an Obligor under the 2014 Loan Agreement.

M. **Loan Agreement Requirements.** Section 4.02A of the 2014 Loan Agreement provides that “the Borrower [SFHS] will see that each Obligor will conduct the same general type, nature and scope of business as it presently conducts, ...[and] maintain its existence in good standing as a Minnesota nonprofit corporation and Tax-Exempt Organization.”

Section 2. **Assignment and Assumption.**

A. FHC transfers and contributes to DHS, and DHS accepts, all right, title and interest of FHC in and to and assumes each and every now existing or hereafter arising obligation of FHC under and with respect to (i) the 2014 Project and the Mortgaged Property, including but not limited to rights and obligations under the Management Agreement dated September 1, 2013, as amended; and (ii) the Guaranty, the 2014 Loan Agreement, the 2014 Assignment Agreement, and the Amended Mortgage (together, the “Loan Documents”).

B. In consideration for the transfer and contribution by FHC described above, FHC irrevocably constitutes and appoints DHS the true and lawful attorney of FHC, with full power of substitution, and gives and grants unto DHS full power and authority in the name of FHC, at any time and from time to time, (1) to collect, assert or enforce any claim, right or title of any kind in or to the Loan Documents, to institute and prosecute all actions, suits and proceedings which DHS may deem proper in order to collect, assert or enforce any such claim, right or title, to defend and compromise all actions, suits and proceedings in respect to the Loan Documents,
and to do all such acts and things in relation thereto as DHS shall deem advisable, and (2) to
take all action which DHS may deem reasonable and proper in order to provide for DHS the
benefits of or under any of the Loan Documents where any required consent of a third party to
the assignment thereof to DHS shall not have been obtained; with like power and as fully as
DHS could or might have done.

C. Each of FHC and DHS agrees, at its own expense, to do, execute and deliver, or
will cause to be done, executed and delivered, all such further acts and agreements that SFHS
or the Bank may reasonably request in order to more fully effectuate the transfer and
assignment of the Loan Documents. This Assignment and Assumption Agreement shall be
binding upon and shall inure to the benefit of the parties hereto and their respective successors
and assigns.

D. DHS specifically acknowledges its assumption of covenants and obligations
applicable to FHC under Section 2.03 and Article 4 of the 2014 Loan Agreement. FHC and DHS
agree (1) that (a) no covenant, provision or agreement contained in this Assignment and
Assumption Agreement, the 2014 Notes or the Loan Documents or in any other agreement,
certificate or document executed or delivered in connection with the issuance of the 2014
Notes, and (b) no obligation herein or therein imposed upon the 2014 Issuers (or any other
party) or respecting the breach thereof (collectively, the “Indemnified Matters”), shall give rise
to a pecuniary liability of the 2014 Issuers or a charge against its general credit or taxing
powers; (2) that the Notes will be and constitute only a special and limited revenue obligation
of the 2014 Issuers, payable solely from the revenues pledged to the payment thereof pursuant
to the Loan Documents; and (3) that the 2014 Notes do not now and will never constitute an
indebtedness, a moral or general obligation or a loan of the credit of the 2014 Issuers or a
charge, lien or encumbrance, legal or equitable, against the 2014 Issuer's property, general
credit or taxing powers. DHS indemnifies the 2014 Issuers and each of its officers, agents and
employees (collectively, the “Indemnified Parties”) and DHS agrees to defend and hold the
Indemnified Parties harmless against all expense, loss, claim, judgment, damage and any other
liability respecting or arising out of the Indemnified Matters, and DHS will reimburse the
Indemnified Parties for all legal and other expenses incurred by the Indemnified Parties in
relation thereto, and this covenant to indemnify, defend, hold harmless and reimburse the
Indemnified Parties, together with all of the other Unassigned Issuer’s Rights, shall survive
delivery of and payment for or defeasance of the Notes and the expiration or termination of this
Loan Agreement.

E. DHS will pay to the 2014 Issuers and agrees to defend and hold the 2014 Issuers
harmless from, all liabilities, costs and other expenses (including attorney’s fees) of the 2014
Issuers suffered, incurred or paid at any time in connection with any actions, transactions or
other matters contemplated by or taken pursuant (or relating in any manner whatsoever) to the
2014 Notes, the Loan Documents, this Assignment and Assumption Agreement or any of the
other documents executed in connection with the issuance of or otherwise related to the 2014
Notes, or as may arise in connection with any of the foregoing. The rights of the 2014 Issuers
under this section are supplementary to the 2014 Issuers’ rights under the other Unassigned
Issuer’s Rights and the provisions thereof must not be interpreted as a limitation of the 2014
Issuers’ rights under this section or Section 7.06 of the Loan Agreement.

F. FHC represents and warrants that no default or event of default by FHC exists or
is continuing under the Loan Documents and each of FHC and DHS represent and warrant that
neither FHC nor DHS has any offsets, set-offs, defenses or claims against the Bank under the Loan Documents or otherwise.

G. FHC represents and warrants that the unpaid principal balance of the 2014 Notes and FHC’s and DHS’ corresponding obligations to pay the same in accordance with the 2014 Loan Agreement is $__________ as to the Browns Valley 2014A Note and $___________ as to the Browerville 2014A Note as of the date hereof.

H. The 2014 Notes and Loan Documents are deemed amended to the extent required to reflect the transactions described in this Assignment and Assumption Agreement.

I. This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

J. This Assignment and Assumption Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Minnesota (the “State”), regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of the State.

K. None of the provisions of this Assignment and Assumption Agreement may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

L. This Assignment and Assumption Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

(remainder of page left intentionally blank)
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement on the date first set forth above.

FRANCISCAN HEALTH CENTER

By ________________________________
   Its President

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on _________________, 2023, by _____________ as President of Franciscan Health Center.

____________________________________
Notary Public

(signature page to Assignment and Assumption Agreement)
DULUTH HEALTH SERVICES

By ____________________________

Its President

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on _________________, 2023, by

______________, as President of Duluth Health Services.

_____________________________________

Notary Public

(signature page to Assignment and Assumption Agreement)
ACKNOWLEDGEMENT BY SFHS

SFHS acknowledges the preceding Assignment and Assumption Agreement between FHC and DHS, and the transactions described therein.

ST. FRANCIS HEALTH SERVICES OF MORRIS, INC.

______________________________
President

______________________________
Secretary

State of Minnesota, County of St. Louis

This instrument was acknowledged before me on _________________, 2023, by ___________ and ___________, the President and Secretary, respectively, of the St. Francis Health Services of Morris, Inc.

______________________________
Notary Public

(signature page to Assignment and Assumption Agreement)
ACKNOWLEDGMENT AND APPROVAL OF THE BANK

The Bank acknowledges and approves the preceding Assignment and Assumption Agreement between FHC and DHS, and the transactions described therein.

BELL BANK

By ______________________________
Its Senior Vice President

State of Minnesota, County of ______________

This instrument was acknowledged before me on _________________, 2023, by Jeff Patience, the Senior Vice President of Bell Bank.

________________________________________
Notary Public

This instrument was drafted by:
Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

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(signature page to Assignment and Assumption Agreement)
EXHIBIT A

Legal Description

All that part of Lot B lying within 20 feet of the extended dividing line between Lot B and Lot A, Block 1, OATKA BEACH ADDITION TO DULUTH.

All that part of Lot 13 lying within 20 feet of the extended dividing line between Lot 12 and Lot 13, Block 1, OATKA BEACH ADDITION TO DULUTH.

All that part of Lot A lying within 40 feet of the extended dividing line between Lot B and Lot A, Block 1, OATKA BEACH ADDITION TO DULUTH.

All that part of Lot 12 lying within 40 feet of the extended dividing line between Lot 12 and Lot 13, Block 1, OATKA BEACH ADDITION TO DULUTH, EXCEPTING the Southwesterly 5 feet of Lot 12 and Lot 13, Block 1, Oatka Beach Addition to Duluth. SUBJECT, however, to the rights and privileges granted to the Interstate Traction Company by deed recorded in the office of the Register of Deeds in Book 199 of Deeds, page 95.

AND

Lot A and Lot 12, Block 1, OATKA BEACH ADDITION TO DULUTH, EXCEPTING all that part of the Lot A and Lot 12 lying within 40 feet of the extended dividing line between Lot B and Lot A and Lot 12 and Lot 13, Block 1, Oatka Beach Addition to Duluth, and EXCEPTING the Southwesterly 5 feet of Lot 12, Block 1, Oatka Beach Addition to Duluth.

All that part of Government Lot 1, Section 12, Township 49 North of Range 14 lying Southerly of a line drawn parallel to the Southeasterly boundary line of Lot 399, Lake Avenue, Lower Duluth, and Lot 400, Minnesota Avenue, Lower Duluth, as extended which said line is 70 feet Southwesterly therefrom and bounded on the West by a line drawn between two points one of which is 15 feet Northeasterly from the Southeast corner of Lot 400, Minnesota Avenue, Lower Duluth, and the other of which is 5 feet Northeasterly from the nearest corner of Lot 12, Block 1, Oatka Beach Addition to Duluth.

All that part of Government Lot 1, Section 12, Township 49 North of Range 14, lying Southerly of a line drawn parallel to the Southerly boundary line of said Lot 399, Lake Avenue, Lower Duluth, and Lot 400, Minnesota Avenue, Lower Duluth, extended and 70 feet Southerly therefrom, and the extended dividing line between Lots A and B, Block 1, Oatka Beach Addition to Duluth, and bounded on the South and West by a straight line drawn between the Northeast corner of Lot 399, Lake Avenue, Lower Duluth, and the Northwest corner of Lot A, Block 1, Oatka Beach Addition to Duluth, and on the East by the harbor line.
RESOLUTION NO. __

RESOLUTION APPROVING THE MERGER OF FRANCISCAN HEALTH CENTER AND DULUTH HEALTH SERVICES

BE IT RESOLVED, by the Board of Directors (the “Board”) of St. Francis Health Services of Morris, Inc., a Minnesota non-profit corporation (the “Corporation”), as follows:

1. A merger of the Franciscan Health Center (“FHC”), a Minnesota non-profit corporation with Duluth Health Services (“DHS”), a Minnesota non-profit corporation, has been proposed according to the terms of the Plan of Merger and Articles of Merger included as Attachment A (collectively, the “Merger Documents”) and the 2023 Assignment and Assumption Agreement included as Attachment B (the “Assignment Agreement”).

2. The members of the Corporation also serve on the Board of Trustees for each of FHC and DHS. The Board finds that it is in the best interest of the Corporation to approve the merger of FHC with DHS on the terms and conditions of the Merger Documents and the Assignment Agreement.

3. The merger and the Merger Documents and the Assignment Agreement are hereby approved.

4. The President/CEO of the Corporation is directed to execute the Merger Documents, the Assignment Agreement, and all other agreements and documents the President/CEO deems necessary in the President/CEO’s judgement, to give effect to the Merger Documents and the Assignment Agreement.

5. All other actions required to consummate the merger and give effect to the Merger Documents and the Assignment Agreement taken to date are hereby ratified, confirmed, approved and adopted in all respects as fully as if such actions had been presented to for approval, and approved by, the Board prior to such action being taken.

6. This resolution shall take effect immediately upon its adoption.

Approved: July __, 2023

______________________________
Board Chair

ATTEST: ______________________
Secretary/Treasurer
Board Member _____________________ introduced the following resolution and moved its adoption.

The motion for adoption of the foregoing Resolution was duly seconded by Board Member _____________________ and, upon vote taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the Resolution was declared passed and adopted.
Attachment A
Merger Documents
Attachment B
Assignment Agreement