

AFFILIATION AGREEMENT
BETWEEN
TALBERT HOUSE
AND
HEALTH CARE ACCESS NOW, INC.

Dated Effective as of

January 1, 2018

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is dated effective as of January 1, 2018 by and between Talbert House, an Ohio nonprofit corporation ("TH"), and Health Care Access Now, Inc., an Ohio nonprofit corporation ("HCAN") (TH and HCAN are sometimes referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, TH and HCAN wish to pursue an affiliation to advance their charitable purposes (the "Affiliation");

WHEREAS, the Affiliation will bring together organizations with shared visions, values, philosophy and mission;

WHEREAS, each Party considers it in its best interest to enter into this Agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, in view of the foregoing premises which are incorporated as a part of this Agreement, and in consideration of the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I

METHOD OF COMBINATION

1.1 **Sole Member.** The Parties will effect the Affiliation in accordance with this Agreement simultaneously with the execution of this Agreement by means of amending the Articles of Incorporation and Code of Regulations of HCAN to designate TH as its sole member with the right to approve all the members of HCAN's Board, after nomination of candidates by HCAN's Board. The form of HCAN's Amended and Restated Articles of Incorporation and Amended and Restated Regulations are attached hereto as Exhibits A and B respectively.

ARTICLE II

CLOSING AND CLOSING DATE

2.1 **Closing Date.** The closing of the Affiliation (the "Closing") shall occur concurrently with the execution of this Agreement at a location mutually agreed by the parties. The Closing shall be effective as of the close of business on January 1, 2018. The date on which the Closing is effective shall be referred to herein as the "Closing Date."

2.2 **Deliveries of HCAN.** At the Closing, HCAN shall deliver or cause to be delivered to TH:

(a) A certificate, executed by an officer with authority to bind HCAN, affirming that all consents, approvals and other authorizations of any governmental agencies and

third parties required for the Affiliation and any other transactions contemplated by this Agreement have been obtained. The certificate contemplated by this paragraph can be in the form of a letter on HCAN letterhead, signed by the executive director or other duly-authorized officer of HCAN.

(b) Fully executed copies of the Amended and Restated Articles of Incorporation and Amended and Restated Regulations of HCAN, in the form set forth in Exhibits A and B attached hereto.

(c) Copies of the resolutions and other actions of the directors of HCAN authorizing the execution and delivery of this Agreement by HCAN and the consummation by HCAN of the transactions contemplated hereby, which copies have been certified by the Secretary of HCAN and dated effective as of the Closing Date.

(d) A certificate, executed by an officer with authority to bind HCAN, affirming that all consents, approvals, and other authorizations of any governmental agencies and third parties required for the Affiliation and any other transactions contemplated by this Agreement have been obtained.

(e) All other documents required by any other provision of this Agreement.

2.3 Deliveries of TH. At the Closing, TH shall deliver or cause to be delivered to HCAN:

(a) Copies of the resolutions and other actions of the directors and members of TH authorizing the execution and delivery of this Agreement by TH and the consummation by TH of the transactions contemplated hereby, which copies have been certified by the Secretary of TH and dated effective as of the Closing Date.

(b) A certificate, executed by an officer with authority to bind TH, affirming that all consents, approvals, and other authorizations of any governmental agencies and third parties required for the Affiliation and any other transactions contemplated by this Agreement have been obtained.

(c) All other documents required to be provided by TH, by any other provision of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF HCAN

To induce TH to enter into this Agreement, HCAN represents and warrants to TH as of the Closing Date as follows:

3.1 Authority to Enter into Agreement, Enforceability.

(a) HCAN has full corporate power and authority to enter into and to carry out the terms and provisions of this Agreement, and the transactions contemplated thereby,

without the approval or consent of any other party or authority (other than approvals and consents that have been obtained).

(b) All corporate proceedings have been taken and all corporate authorizations have been obtained by HCAN to authorize execution and delivery of this Agreement by HCAN and to consummate the transactions contemplated hereunder. This Agreement is a legal, valid and binding obligation of HCAN, enforceable against it in accordance with its terms, subject to general principles of equity and except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws of general application relating to creditors' rights.

3.2 Organization and Good Standing.

(a) HCAN is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.

(b) HCAN has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted.

(c) HCAN is recognized by the Internal Revenue Service ("IRS") as: (i) exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code; and (ii) classified as other than a private foundation under Section 509(a)(1) or Section 509(a)(2) of the Code. HCAN has no knowledge of any action, suit, proceeding, investigation, audit or claim pending or threatened by the IRS to revoke or terminate its status under Code Section 501(c)(3) or its classification under Code Section 509(a)(1) or Section 509(a)(2). HCAN has not engaged in any transaction that is reasonably likely to result in the imposition of an excise tax under Chapters 41 or 42 of the Code. HCAN has no knowledge of any action or threatened action by the IRS to impose on it an excise tax under Chapters 41 or 42 of the Code.

3.3 Financial Statements.

(a) HCAN has provided TH with audited financial statements for the period ending December 31, 2016 and unaudited financial statements for the period ending September 30, 2017.

(b) To the best of the knowledge of HCAN the foregoing financial statements (i) are in accordance with the books and records of HCAN and (ii) fairly present its financial condition and results of its operations as of the dates and for the periods indicated in accordance with generally accepted accounting principles applied on a consistent basis, except as may be noted therein and, in the case of interim financial statements, subject to year-end adjustments.

(c) HCAN has provided Talbert House with copies of all letters from HCAN's auditors during the thirty-six (36) month period preceding the execution of this Agreement, together with copies of all responses thereto.

(d) HCAN has no known material liabilities or obligations, whether contingent or absolute, direct or indirect, or matured or unmatured, that are not shown or provided for in such financial statements or that are not otherwise set forth on Schedule 3.3.

3.4 Licenses. HCAN has all material licenses, permits and authorizations required in connection with the operation of its business as it is currently being conducted. None of such licenses, permits or authorizations has lapsed or been revoked or terminated, and HCAN has at all times been operated and conducted in accordance and consistent with all material terms and conditions thereof.

3.5 Litigation. HCAN represents and warrants that to its knowledge there are no suits, actions, or legal, administrative, arbitration or other proceedings or governmental investigations pending, filed, or initiated, or to the knowledge of HCAN, threatened against or involving HCAN.

3.6 Interest in Assets. HCAN has good and marketable title to all material interests in the assets that it purports to own, free and clear of all mortgages, liens, pledges, charges, claims, encumbrances or restrictions of any kind whatsoever, except for such that appear on HCAN's financial statements and liens for current taxes not yet due and payable. HCAN owns or leases, directly or indirectly, all of its assets and properties, and is a party to all licenses and other agreements that are presently being used in or are reasonably necessary to carry on its business and operations as presently conducted.

3.7 Contracts. Schedule 3.7 lists all of the contracts in excess of Fifty Thousand Dollars (\$50,000) to which HCAN is a party or by or to its properties, assets, rights or business is bound or subject (the "Contracts"). Schedule 3.7 also lists and describes the status of all Contracts currently in negotiation or proposed by HCAN of a type that if entered into by HCAN would be required to be listed on Schedule 3.7 or on any other Schedule ("Proposed Contracts").

3.8 Real Property. Schedule 3.8 contains a true, correct and complete schedule of all of HCAN's fee simple interests in real property and the buildings, structures, fixtures and improvements located thereon (the "Owned Real Property"). HCAN has good and marketable fee simple title to the Owned Real Property free and clear of all Liens, except for easements and restrictions of record. True and correct copies of the deeds, title insurance policies, surveys, mortgages, agreements, leases and other documents relating to the ownership of the Owned Real Property have been delivered to Talbert House.

3.9 Environmental Matters.

(a) "Hazardous Materials" will mean chemical substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, any hazardous or toxic substances, waste or materials, petroleum or any constituents thereof.

(b) HCAN is, to its knowledge, in compliance in all material respects with any federal, state or local law, ordinance, regulation or order relating to the protection of or regulation of the environment or public health or safety, including clean-up of Hazardous Materials ("Environmental Laws") applicable to any property currently owned, operated or leased by HCAN;

(c) HCAN has not received any claim, notice, order, directive or information request from any governmental authority or from any private corporation or person alleging

liability under or violation of any Environmental Law involving any property currently owned, operated or leased by HCAN;

(d) to HCAN's knowledge, there has been no treatment, storage, disposal or release of any Hazardous Material on any property currently owned, operated or leased by HCAN in any manner that would reasonably be expected to lead to a liability under any Environmental Law;

(e) to HCAN's knowledge, there are no underground storage tanks located at or upon any of the properties currently owned, operated or leased by HCAN; and

(f) to HCAN's knowledge, there are no asbestos containing materials, lead-based paint or polychlorinated biphenyls at, on, about, under or within any properties currently owned, operated or leased by HCAN.

3.10 Intellectual Property Matters.

(a) The term "Intellectual Property" means all intellectual property owned or licensed (as licensor or licensee) by HCAN in which HCAN has a proprietary interest, including, without limit:

(i) HCAN name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks");

(ii) All registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights");

(iii) All know-how, trade secrets, confidential or proprietary information, technical information, data, process technology and plans (collectively, "Trade Secrets").

(b) Schedule 3.10 sets forth a complete list of all Intellectual Property which is owned by HCAN, and of all assignments, licenses or other agreements pertaining to Intellectual Property which is owned by HCAN. HCAN has not received written notice of any threat or claim of infringement with respect to the Intellectual Property owned by HCAN.

(c) Schedule 3.10 also sets forth a complete list of all Intellectual Property used by HCAN in the conduct of its business which is not owned by HCAN. Except as set forth on Schedule 3.10, HCAN has not received written notice of any threat or claim of infringement with respect to the Intellectual Property licensed by HCAN. With respect to each item of Intellectual Property which is used by HCAN in the conduct of its business and not owned by HCAN, HCAN using such intellectual Property owns or possesses a valid license which is in full force and effect to use such intellectual Property in the conduct of its business.

3.11 Conflicts of Interest. No member, officer, director, trustee or affiliate of HCAN, and no entity controlled by one or more of the foregoing:

(a) owns, directly or indirectly, any interest in (excepting less than 1% stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, trustee, employee or consultant of, any person which is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of HCAN;

(b) owns, directly or indirectly, in whole or in part, any property that HCAN uses in the conduct of its business;

(c) has any cause of action or other claim against, or owes an amount to HCAN, except for claims in the ordinary course of business such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof;

(d) has any contract with, or any outstanding loan to or from, HCAN; or

(e) has any interest in any of HCAN's assets.

3.12 Compliance with Laws and Other Instruments.

(a) To the knowledge of HCAN, HCAN has complied with all applicable laws, ordinances, and rules and regulations of all applicable authorities.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated thereby, will conflict with, result in a violation or breach of any term or provision of, or constitute a default under, the governing documents of HCAN, or any statute, order, judgment, writ, injunction, decree, license, permit, rule, or regulation of any court or any governmental or regulatory body, or any indenture, mortgage, lease, contract (including the Contracts), agreement, instrument, commitment or other arrangement to which HCAN is a party or by which it is or may be bound.

3.13 Taxes.

(a) HCAN is recognized by the Internal Revenue Service ("IRS") as: (i) exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code; and (ii) classified as other than a private foundation under Section 509(a)(1) or Section 509(a)(2) of the Code. HCAN has no knowledge of any action, suit, proceeding, investigation, audit or claim pending or threatened by the IRS to revoke or terminate its status under Code Section 501(c)(3) or its classification under Code Section 509(a)(1) or Section 509(a)(2). HCAN has not engaged in any transaction that is reasonably likely to result in the imposition of an excise tax under Chapters 41 or 42 of the Code. HCAN has no knowledge of any action or threatened action by the IRS to impose on it an excise tax under Chapters 41 or 42 of the Code.

(b) All tax and information returns for any taxable period ending on or before the Closing Date herein (the "Pre-Closing Tax Period") and required to be filed prior to the Closing Date have been or will be filed in a timely manner and are or will be true, complete and correct in all material respects. All taxes relating to HCAN due on or before the Closing Date in respect of any Pre-Closing Tax Period have been or will be timely and fully paid.

(c) No tax liens have been imposed on any property or assets of HCAN, nor, to HCAN' knowledge, have any deficiencies or claims for any tax liability of HCAN been proposed, asserted or assessed which remain unpaid.

(d) There is (i) no action, suit, proceeding, investigation, audit or claim pending or in progress or, to HCAN' knowledge, threatened regarding any taxes relating to HCAN for any Pre-Closing Tax Period; and (ii) no extension of time in force with respect to any date on which any tax return was or is to be filed any no waiver or agreement in force for the extension of time for the assessment or payment of any tax.

(e) Schedule 3.13 sets forth the status of the audits, if any, of the tax or information returns of HCAN for each taxable year for which the statute of limitations has not expired, including the amounts of any deficiencies and additions to tax, interest and penalties indicated on any notices of proposed deficiency or statutory notices of deficiency, and the amounts of any payments made by HCAN with respect thereto. Each such tax or information return for which the audit has not been completed reflects accurately the amount of liability for taxes thereunder in all material respects and makes all material disclosures required by the Code and regulations thereunder and other applicable provisions of law.

(f) All tax elections that are in effect with respect to taxes affecting HCAN as of the date hereof have been made on tax or information returns filed by HCAN.

(g) All taxes that HCAN is required by law to withhold or collect have, in all material respects, been duly withheld or collected, and have been timely paid over to the appropriate governmental authorities to the extent due and payable.

3.14 Insurance Coverage. HCAN has continuously maintained for the last three years and currently maintains fire, casualty, liability, and all other insurance coverages necessary in its business and operations. Such policies and binders are valid and binding in accordance with their terms, are in full force and effect, and insure against risks and liabilities to an extent and in a manner customary for a business of the size and character of HCAN. To HCAN's knowledge, it is not in default with respect to any provision contained in any such policy and has not failed to give any written notice or present any claim under any such policy in a due and timely fashion or in the manner or detailed required by the policy. All errors and omissions policies maintained by or for the benefit of HCAN are claims made policies. A summary of each claim made by HCAN during the last three years is attached as Schedule 3.14.

3.15 Absence of Material Adverse Changes. Since the date of the latest financial statement of HCAN referred to in Section 3.3 above, HCAN represents that there has been:

(a) No material adverse change in or to HCAN's assets or in its business or financial condition;

(b) No material damage, destruction or loss to any of the material assets that are used in connection with HCAN's business, whether or not covered by insurance, that has materially and adversely affected or impaired, or which might materially and adversely affect or impair, the value or usefulness of HCAN, or the ability of HCAN to conduct its business as it is currently being conducted;

(c) No material increase in any of HCAN's liabilities or obligations (whether absolute, contingent or otherwise), except liabilities or obligations incurred in the ordinary course of business; and

(d) No material change in the manner of keeping HCAN's books, accounts or records, or in the accounting practices reflected therein.

3.16 No Broker or Finder. HCAN is in no way obligated under any contract or agreement for payment of fees and expenses to any broker or finder in connection with the origin, negotiation, execution or consummation of this Agreement.

3.17 No Material Misstatements or Omissions. To the knowledge of HCAN, no representation or warranty by HCAN contained in this Agreement or in any certificate or schedule furnished to TH pursuant to this Agreement contains any untrue statement of a material fact or omits a material fact necessary to make the statements and facts contained therein not materially misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF TH

To induce HCAN to enter into this Agreement, TH represents and warrants to HCAN as of the Closing Date, as follows:

4.1 Authority to Enter into Agreement; Enforceability.

(a) TH has full corporate power and authority to enter into and to carry out the terms and provisions of this Agreement, and the transactions contemplated thereby, without the approval or consent of any other party or authority (other than the approvals and consents that have been obtained).

(b) All corporate proceedings have been taken and all corporate authorizations have been obtained by TH to authorize execution and delivery of this Agreement and its attachments and related documents, and to consummate the transactions contemplated hereunder and thereunder. This Agreement and its attachments and related documents are legal, valid, and binding obligations of TH, enforceable against it in accordance with their terms, subject to general principles of equity and except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws of general application relating to creditors' rights.

4.2 Organization and Good Standing.

(a) TH is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of Ohio.

(b) TH has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(c) TH is recognized as exempt from federal income taxation and as other than a private foundation under Code Section 501(c)(3) and Code Section 509(a). TH has no knowledge of any action or threatened action by the IRS to revoke or terminate its status under Code Section 501(c)(3) or Code Section 509(a).

4.3 Licenses. TH has all material licenses, permits and authorizations required in connection with the operation of its business as it is currently being conducted. None of such licenses, permits or authorizations has lapsed or been revoked or terminated, and TH has at all times been operated and conducted in accordance and consistent with all material terms and conditions thereof.

4.4 Interest in Assets. TH has good and marketable title to all material interests in the assets that it purports to own, free and clear of all mortgages, liens, pledges, charges, claims, encumbrances or restrictions of any kind whatsoever, except for such that appear on TH's financial statements and liens for current taxes not yet due and payable. TH owns or leases, directly or indirectly, all of its assets and properties, and is a party to all licenses and other agreements that are presently being used in or are reasonably necessary to carry on its business and operations as presently conducted.

4.5 Conflicts of Interest. No member, officer, or trustee of TH, and no entity controlled by one or more of the foregoing:

(a) owns, directly or indirectly, any interest in (excepting less than 1% stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, trustee, employee or consultant of, any person which is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of TH;

(b) owns, directly or indirectly, in whole or in part, any property that TH uses in the conduct of its business;

(c) has any cause of action or other claim against, or owes an amount to TH, except for claims in the ordinary course of business such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof;

(d) has any contract with, or any outstanding loan to or from, TH; or

(e) has any interest in any of TH's assets.

4.6 Compliance with Laws and Other Instruments.

(a) To the knowledge of TH, TH has complied in all material respects with all applicable laws, ordinances, and rules and regulations of all applicable authorities.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated thereby, will conflict with, result in a material violation or material breach of any term or provision of, or constitute a material default under, the governing documents of TH, or any statute, order, judgment, writ, injunction, decree, license,

permit, rule, or regulation of any court or any governmental or regulatory body, or any indenture, mortgage, lease, contract (including the Contracts), agreement, instrument, commitment or other arrangement to which TH is a party or by which it is or may be bound.

4.7 Insurance Coverage. TH has continuously maintained for the last three years and currently maintains fire, casualty, liability, and all other insurance coverages necessary in its business and operations.

4.8 No Broker or Finder. TH is in no way obligated under any contract or agreement for payment of fees and expenses to any broker or finder in connection with the origin, negotiation, execution or consummation of this Agreement.

4.9 No Material Misstatements or Omissions. To the knowledge of TH, no representation or warranty by TH contained in this Agreement or in any certificate or schedule furnished to HCAN pursuant to this Agreement contains any untrue statement of a material fact or omits a material fact necessary to make the statements and facts contained therein not materially misleading.

ARTICLE V

COVENANTS

Each Party hereby agrees to keep, perform, and fully discharge the following covenants and agreements:

5.1 Interim Conduct of Business. Except as otherwise agreed to by the Parties, from the date hereof until the Closing Date, each Party will preserve, protect, and maintain its respective business and will operate consistent with prior practice and in the ordinary course. Each Party will promptly notify the other party of any material change in: (i) the condition or prospects of its business; or (ii) its representations and warranties made hereunder.

5.2 Access. From the date hereof through the Closing Date, with reasonable notice in advance from TH, HCAN will give TH and its respective representatives full and free access to all of its properties, facilities, personnel, books, contracts, leases, commitments, and records, and during this period, HCAN will furnish TH with all financial and operating data and other information as to its business and its assets, properties, rights, and claims, as TH may from time to time reasonably request to accomplish the objectives of this Agreement.

5.3 Confidentiality. Each Party will use its best efforts to cause all information regarding the other Party and its subsidiaries and affiliates, obtained in connection with the negotiation and performance of this Agreement to be treated as confidential and will not use, and will not knowingly permit others to use, any such information in any manner; provided, however, that the foregoing will not apply to information that:

- (a) was known to the respective Party when received;
- (b) is or thereafter becomes lawfully obtainable from other sources which are not themselves subject to confidentiality restrictions; or

(c) is necessary or appropriate to disclose to any regulatory authority having jurisdiction over the respective Party or as otherwise required by law. Each Party hereto acknowledges that there is not an adequate remedy at law for the breach of this Section 5.3 and that, in addition to any other remedies available, injunctive relief may be granted for any such breach without the need to post bond. The provisions of this Section 5.3 will survive any termination of this Agreement.

5.4 Consents. Each Party will use its best efforts to obtain or make at the earliest practicable date and in any event before the Closing all consents, governmental authorizations, approvals, estoppel certificates, and filings required to be obtained by it or made which may be reasonably necessary to the consummation of the Affiliation contemplated by this Agreement or which are reasonably requested by the other Party.

5.5 Further Assurances. From time to time after the Closing, each Party, upon the reasonable request of the other Party and without additional consideration, will execute and deliver such further instruments and take such further action as may be reasonably necessary or desirable to carry out the purposes of this Agreement, including, without limitation, the designation of TH as the sole member of HCAN.

5.6 Best Efforts. Each Party will use its best efforts to consummate the actions contemplated by this Agreement and will not take any other action inconsistent with its obligations hereunder or which could hinder or delay the consummation of the Affiliation contemplated hereby. From the date hereof through the Closing Date, each Party will use its best efforts to fulfill its conditions and obligations hereunder and to cause its representations and warranties to remain true and correct in all material respects as of the Closing Date.

ARTICLE VI

CONDITIONS PRECEDENT TO CLOSING

Each and all of the obligations of the Parties to consummate the Affiliation contemplated by this Agreement are subject to the fulfillment prior to or at the Closing of the following conditions:

6.1 Accuracy of Warranties and Performance of Covenants. Except as otherwise agreed to in writing by the Parties, the representations and warranties of the Parties contained herein will be accurate in all material respects as if made on and as of the Closing Date, except for changes occurring in the ordinary course of the respective Parties' businesses. Except as otherwise agreed to in writing by the Parties, the Parties will have performed all of the obligations and complied with each and all of the covenants, agreement, and conditions required to be performed or complied with on or prior to the Closing.

6.2 No Pending Action. No action, suit, proceeding, or investigation before any court, administrative agency, or other governmental authority will be pending or threatened wherein an unfavorable judgment, decree, or order would prevent the carrying out of this Agreement or any of the transactions contemplated hereby, declare unlawful the Affiliation contemplated hereby, or cause such Affiliation to be rescinded.

6.3 Consents. All consents by third-parties that are required for the consummation of the Affiliation contemplated hereby will have been provided for or obtained.

6.4 Regulatory Approvals. All regulatory agencies will have taken such action as may be required to permit the consummation of the Affiliation contemplated hereby, and such actions will remain in full force and effect and will be reasonably satisfactory in form and substance to the Parties hereto.

6.5 Board Approvals. Each Party's Board of Directors or Trustees will have approved by the closing date the closing of the Agreement and the consummation of the transactions contemplated hereby.

6.6 Exhibits and Schedules. All of the exhibits and schedules will be completed and attached hereto in final form.

6.7 Closing Deliverables. All of the Closing deliverables described in Sections 2.2 and 2.3 will have been delivered by the requisite Parties.

ARTICLE VII

POST-CLOSING COVENANTS

From and after the Closing Date, each Party agrees to keep, perform and fully discharge the following covenants and agreements.

7.1 HCAN's Board. Subsequent to the Closing, HCAN shall maintain its own continuing board of directors (subject to the right of TH as sole member to approve all the members of HCAN's Board, after nomination of candidates by HCAN's Board), which will have general control over HCAN, subject to the powers of TH's board of directors found in Section 7.2 and to all rights and powers granted by law and by the governing documents of HCAN, as amended, to TH as the sole member of HCAN.

7.2 Major Decisions of HCAN. Subsequent to the Closing, in addition to all rights and powers granted by law and by the governing documents of HCAN, as amended, to TH as the sole member of HCAN, the board of directors of TH shall have authority and approval over all major decisions of HCAN and items including, without limitation, the following:

(a) Any action or decision not to take action by the officers or board of directors of HCAN that could adversely affect the tax status of TH or have a material adverse effect on TH's or HCAN's business and operations.

(b) Any changes in the mission, purposes, philosophy, or values of HCAN, and any action or decision not to take action by the officers or Board of HCAN that may be contrary to the mission, purposes, philosophy or values of TH.

(c) Formation of subsidiaries of HCAN, and the dissolution and divestiture of the same.

(d) Any transaction or series of transactions as a result of which HCAN would sell all or substantially all of its assets, merge, consolidate or otherwise affiliate into any other entity or person, or become party to any joint venture, or dissolve or wind up its affairs.

7.3 Mutual Goals. The Parties agree to exert mutual best efforts to attempt to advance and further the charitable mission of each Party, provide enhanced services to clients and leverage the unique competencies of each Party for the benefit of each Party and the clients and communities they serve.

7.4 Office Space. TH shall lease to HCAN Office Space in one or more of TH's facilities, at TH's pass-through cost or at such other discounted rates as the parties shall mutually agree. As of closing, the Office Space shall consist of 2,500 square feet of space at TH's executive offices located at 2600 Victory Parkway, Cincinnati, Ohio. HCAN shall pay TH \$5.72 per square foot (\$14,500 annually), payable in twelve equal monthly payments, as rent for any Office Space leased to HCAN pursuant to this Agreement. However, the location, total square footage and rental rate is subject to change from time-to-time at the discretion of TH based on the business needs of HCAN and TH. TH will provide a ninety (90) day notice to HCAN in advance of any changes in location, total square footage and rental rate. Rent paid by HCAN pursuant to this Agreement will be over and above the Management Fee and any other amounts to be paid by HCAN pursuant to this Agreement.

7.5 Administrative and Financial Services. From and after the Closing Date, TH shall provide to HCAN the following administrative and financial support services, the costs of which will be included within the Management Fee:

(a) **Financial.** TH shall provide all necessary and reasonable reports required by the HCAN Board, HCAN Board committees, funding and regulatory agencies in order to maintain compliance with contracts and applicable laws and regulations, including cash management and accounting. All services will be provided in a manner consistent with past practices and generally acceptable accounting principles ("GAAP") and standards. Further, TH shall arrange for an annual independent financial audit of HCAN. Additionally, in cooperation with and with the participation of HCAN, TH, through its CEO, shall prepare and submit to HCAN for review and approval, a preliminary draft of the HCAN budget for each fiscal year of HCAN, and any partial fiscal year of HCAN which occurs after the Closing Date (the "Budget Period"). The HCAN Board shall approve the final version of each budget.

(b) **Cash Management; Accounts.** HCAN shall maintain its existing bank accounts after closing, but such accounts shall be managed and maintained under the direction and control of TH's finance department. HCAN shall take such action as is necessary to establish and maintain TH's authority to make withdrawals from and deposits into such HCAN Accounts and to close accounts which TH deems are no longer required for the provision of financial services to HCAN. HCAN shall not maintain any HCAN Account for cash deposits for which TH does not have the authority to make withdrawals and deposits pursuant to this Agreement.

(c) **Budgets.** The duties of TH shall include managing the overall financial planning for HCAN, and assisting HCAN in making business and financial decisions with respect

to its operations. As part of that responsibility, TH shall prepare the HCAN Budget including the Management Fee Budget, for each Budget Period. TH shall:

(i) prepare a preliminary draft of HCAN Budget and deliver the preliminary draft of such budget to the HCAN Board for its review;

(ii) prepare a preliminary draft of the Management Fee Budget and deliver the preliminary draft of such budget to HCAN for its review and approval; and

(iii) with respect to (i) and (ii) above, such preliminary drafts shall be delivered to the HCAN Board at least twenty-one (21) days prior to the commencement of the Budget Period to which such budgets relate.

(iv) HCAN shall provide any comments or required changes to such preliminary drafts to TH within ten (10) days after receipt thereof. TH shall then submit a revised HCAN Budget, including the Management Fee Budget, to the HCAN Board for approval no later than five (5) days after the end of the ten (10) day period referred to in the immediately preceding sentence. If, prior to the commencement of any Budget Period, the HCAN Board has not yet approved the Management Fee Budget, then TH and HCAN shall work diligently in good faith to obtain such approvals. Until such approvals are obtained, with respect to HCAN Budget and the Management Fee Budget, for any line items which are not in dispute, the revised budgets submitted by TH shall control. The foregoing time periods during which drafts of HCAN Budget and the Management Fee Budget are to be delivered and approved shall be subject to adjustment from time to time.

(d) Quality and Clinical Services and/or Compliance Department. TH shall provide all reports reasonably requested by HCAN, as well as by funding and regulatory agencies in order to maintain compliance with contracts, certification and applicable laws and regulations.

(e) Information Systems Management. TH shall provide technical consultation in all matters pertaining to HCAN's computer systems and shall be responsible for maintaining, repairing, and upgrading the hardware, data lines and software, as reasonably requested and shall do so in a reasonably timely manner. Furthermore, TH shall insure that all necessary security measures are in place to reasonably protect the system from external tampering and loss of data.

(f) Human Resources Management. TH shall provide support for the human resource function of HCAN, including but not limited to, management of employment records, performance evaluation and general employee orientation regarding benefits and required onboarding. TH shall also provide consultation to the management of HCAN regarding human resources issues and will provide reports as reasonably requested regarding human resources data on a timely basis.

(g) Grant and Contract Management. HCAN, through the CEO and COO shall review, evaluate, negotiate, implement and execute contracts and grant requests/proposals. HCAN will review and consult with TH with respect to contracts and

grants to the extent that there exist opportunities for TH to participate as a partner or other substantial role as a service provider.

(h) Legal Matters.

(i) Litigation Management. TH, through the CEO and in consultation with HCAN, shall manage and direct the defense of all claims, actions, proceedings or investigations against HCAN or any of its officers or trustees in their capacity as such (except in any such other actions brought by TH and/or any of its affiliated entities). TH, through the CEO, shall also manage and direct the initiation and prosecution of all claims, actions, proceedings or investigations brought by HCAN against any person other than TH and/or any of its affiliated entities.

(ii) Compliance Management. TH shall use its best efforts to comply with all Laws applicable to the performance by TH of its duties under this Agreement and shall use its best efforts to advise HCAN of any actions required to be performed by HCAN in order for HCAN to comply with all Laws.

7.6 Management Fee. In exchange for the services to be provided by TH to HCAN pursuant to Section 7.5, HCAN shall pay to TH a management fee (the "Management Fee") based on the costs for personnel and non-personnel for the applicable Budget Period and not to exceed the amount approved by the HCAN Board for such Management Fee. Unless otherwise agreed by the Parties, the management fee shall be eight percent (8%) of total HCAN revenue, with no fee accruing or payable during the initial six months following the Closing Date.

(a) Personnel costs. The Management Fee will include the salaries, benefits (including contributions under any TH retirement benefit plan) and all associated payroll taxes (the personnel costs) of all employees of TH or any affiliated entity of TH who provide services on behalf of HCAN as provided in Section 7.5 of this Agreement. Such personnel costs will be for the full-time equivalent (FTE) level that such effort may be reasonably attributed to HCAN. The Management Fee shall not include such personnel costs for HCAN employees who become TH employees post-closing or such employees as TH may hire which are specifically assigned to work on behalf of HCAN; personnel costs related to such employees, for the full-time equivalent (FTE) level that such employees devote to HCAN, shall be passed through directly to HCAN in addition to the Management Fee.

(b) Non-personnel costs. The Management Fee will include other expenses which are to be incurred by TH on behalf of HCAN (the non-personnel costs), except those that are directly assigned (i.e. audit fee, bank fees, travel, etc.).

(c) Board approval. The budgeted Management Fee (including both personnel and non-personnel costs) shall be approved by the HCAN Board. Likewise, any revision(s) to such budgeted Management Fee shall be approved by the HCAN Board.

(d) Time of Payment. Payment of the Management Fee shall be made in monthly advances, prorated equally over the Budget Period, due by the tenth day of the month for which services are to be provided. Such monthly advances shall be considered to be interim payments. A "true up" will be computed at year end to equal the percent of total revenue.

Payment for personnel costs not included in the Management Fee, as outlined in 7.6(a) above, shall be made monthly as they are incurred by TH.

7.7 Additional Services. In addition to the services described in Section 7.5, above, TH will also provide the following services to HCAN, the cost of which will be passed through to HCAN for an additional fee to be agreed upon by the Parties:

(a) **Lobbying Support Services.** TH shall provide to HCAN such lobbying support as HCAN may reasonably request and as the parties shall mutually agree upon from time to time.

(b) **Fundraising, Public Relations, and Marketing Support Services.** TH shall provide to HCAN such fundraising, public relations, and marketing support as HCAN may reasonably request and as the parties shall mutually agree upon from time to time.

7.8 Employee Benefits. TH shall make available to HCAN employees TH's self-insured health plan benefits, and benefits under any other TH employee benefit plans that can be made available to HCAN as an affiliated entity, at a cost to HCAN of fully-insured equivalent rates.

7.9 Line of Credit. TH shall provide to HCAN a revolving operating line of credit, in a maximum amount and upon such terms and conditions as the parties shall mutually determine.

7.10 Insurance. TH will provide to HCAN, at a pass-through of TH's actual costs (presently estimated to be approximately \$3,000 annually) general commercial liability, professional liability, and cyber/data privacy and security liability insurance coverage for HCAN, with limits of coverage and other terms not less than those required of HCAN under grant requirements or other applicable third-party contracts. HCAN shall maintain D&O liability insurance coverage at current levels.

7.11 Future Contracting. HCAN shall be given a right of first refusal to be TH's partner for future managed care contracting and clinical or care coordination services agreements for hospitals, health systems, or other clinical and social services networks, to the extent that any such agreements might cover chronic disease coordination, emergency department care coordination, pregnancy care coordination, or other care coordination services currently offered by HCAN. No right of first refusal would apply with respect to contracting opportunities that involve only services unrelated to HCAN's current service offerings.

7.12 Care Coordination Consulting. HCAN shall provide consulting services to TH in order to implement HCAN-developed workflows and business and clinical processes for TH's patient/clients who need intensive care coordination and behavioral health services.

7.13 Joint Contracting. HCAN shall, consistent with antitrust and other legal restrictions, cooperate in good faith with TH to pursue joint contracting opportunities with managed care contractors, hospitals, health systems, and other clinical and social services networks, and to pursue applicable joint grant opportunities that offer a mutual benefit to both TH and HCAN.

7.14 TH Board Representation. The HCAN Board of Directors shall be entitled to appoint one individual to serve on the TH Board of Directors.

7.15 Cross-Referral Opportunities. To the extent permitted by law, HCAN and TH shall cooperate in good faith to identify opportunities for cross-referrals, including referrals to TH by HCAN of clients who are in need of behavioral health and/or substance abuse treatment services, and referrals to HCAN by TH of clients who are in need of clinical care coordination services offered by HCAN.

7.16 Sarah Mills. Ms. Mills shall continue to serve as the Chief Operating Officer for HCAN; provided, however, that HCAN shall allow Ms. Mills to provide services to TH for up to .1 FTE, at no cost to TH, as part of the care coordination consulting services to be provided by HCAN to TH pursuant to Section 7.12. If the consulting services of Ms. Mills exceed .1 FTE, TH agrees to pay HCAN (or offset against amounts otherwise owed by HCAN to TH hereunder) an amount equal to the actual hourly salary for Ms. Mills, over and above the .1 FTE level, plus an allocable portion of benefit costs attributable to Ms. Mills.

7.17 Judith Warren. Ms. Warren shall continue to serve as Chief Executive Officer of HCAN for 12 months following the Closing Date. TH and HCAN shall cooperate in good faith to develop a plan of succession for Ms. Warren and for the executive leadership of HCAN.

7.18 Further Assurances. From time to time after the Closing, each Party, upon the reasonable request of the other Party and without additional consideration, shall execute and deliver such further instruments and take such further action as may be reasonably necessary or desirable to carry out the purposes of this Agreement, including, without limitation, the designation of TH as the sole member of HCAN.

ARTICLE VIII

TERM AND TERMINATION

8.1 Pre-Closing Termination. This Agreement may be terminated at any time prior to the Closing Date by:

- (a) the mutual written consent of TH and HCAN.
- (b) either Party, if there will be in effect a non-appealable injunction or order of a governmental authority of competent jurisdiction prohibiting the consummation of the transactions contemplated hereby.
- (c) either Party, if the Closing Date will not have occurred by January 1, 2018, including, without limit, due to failure of the conditions to closing set forth in Article VI being fulfilled; provided that the failure of the Closing to occur on or before such date did not result from the failure by the party seeking termination of this Agreement to fulfill any undertaking or agreement or satisfy any condition (other than the condition in Section 6.5) provided for herein that is required to be fulfilled or satisfied by it prior to Closing.

(d) HCAN, if (i) there will have been a breach of any representation and warranty or covenant of TH hereunder, and such breach will not have been remedied within thirty (30) days after receipt by TH of notice in writing from HCAN specifying the breach and requesting such be remedied; or (ii) HCAN's Board of Directors has not by January 1, 2018, approved the closing of the Agreement and the consummation of the transactions contemplated hereby.

(e) TH, if (i) there will have been a breach of any representation and warranty or covenant of HCAN hereunder, and such breach will not have been remedied within thirty (30) days after receipt by HCAN of notice in writing from TH specifying the breach and requesting such be remedied; or (ii) TH's Board of Directors has not by January 1, 2018, approved the closing of the Agreement and the consummation of the transactions contemplated hereby.

8.2 Effect of Pre-Closing Termination. If this Agreement is terminated in accordance with Section 8.1, this Agreement will become void and have no effect, without any liability on the part of any Party or its directors, officers or members, except for the obligations of the Parties hereto as provided in Section 5.3 and this Section 8.2, and except that, notwithstanding anything in this Agreement to the contrary, neither TH or HCAN will be relieved or released from any liabilities or damages arising out of its breach of any provision of this Agreement.

8.3 Post-Closing Termination/Unwind. The combination described in Section 1.1 and the post-closing arrangements described in Article VII shall continue in effect for not less than one (1) year following the Closing Date, and shall thereafter automatically continue and renew for successive annual renewal terms unless either party elects to not renew by giving the other party written notice not less than 120 days prior to the end of the then-current annual period. If either party elects to terminate the combination:

(a) HCAN's Articles of Incorporation and Code of Regulations shall be amended to eliminate TH as the sole member, with the HCAN Board Members thereafter being the members of HCAN.

(b) TH's rights with respect to HCAN's Board and governance pursuant to Sections 7.1 and 7.2, and the parties' obligations under Sections 7.3-7.15 shall terminate.

(c) HCAN may elect to continue lease office space from TH as may be agreed by the Parties via a separate written lease agreement, with rent to be established in TH's sole discretion to reflect fair market rates.

(d) HCAN may elect to continue to procure from TH the administrative and financial services set forth in Section 7.5 and 7.7, with the fee payable by HCAN to TH to be adjusted in TH's sole discretion to reflect fair market rates, or as otherwise mutually agreed to by the parties.

8.4 Further Assurances. From time to time after an election by either party to terminate and unwind the combination pursuant to Section 8.3, each Party, upon the reasonable request of the other Party and without additional consideration, will execute and deliver such

further instruments and take such further action as may be reasonably necessary or desirable to effectuate the termination and unwinding.

8.5 Pre-Termination Dispute Resolution. Notwithstanding the foregoing provisions, the Parties agree that it is in their best interests and the interest of the communities they serve to endeavor to amicably resolve any dispute that may arise between them prior to exercising their respective termination rights outlined in this Article 8 and that such termination should only occur after the Parties have given a good faith effort to resolve any differences that could result in termination. Therefore, if there is an issue or dispute between the Parties regarding this Agreement and/or performance of obligations pursuant to this Agreement (any such matter a "Dispute"), as a condition precedent to a Party exercising its post-closing termination rights provided in Section 8.3 above, the Party shall give written notice to the other party of the Dispute and immediately enter into good faith discussions with the other Party, at which point the Parties must use their best efforts to negotiate a resolution to such Dispute.

(a) If the Parties are unable to agree upon a resolution to their Dispute within sixty (60) days after written notice that a Dispute exists, then the disputed matter shall first be submitted to non-binding mediation prior to pursuing termination pursuant to Section 8.3 or any other legal actions with respect to such Dispute. Unless otherwise agreed in writing by the Parties, all mediations conducted pursuant to this Section 8.5 shall be conducted pursuant to the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. The mediation shall be in Cincinnati, Ohio. Each party shall be responsible for its own costs and professional fees associated with the mediation.

(b) If the parties cannot resolve and settle their Dispute by mediation within one hundred twenty (120) days after written notice has been given that a Dispute exists, the parties may exercise any termination rights they may have pursuant to Section 8.3 and shall submit any remaining disputes to binding arbitration, in, unless otherwise mutually agreed in writing, the Cincinnati, Ohio office of the American Arbitration Association.

(i) Unless otherwise agreed in writing, the arbitration proceedings will be conducted at that American Arbitration Association office and, except as this Agreement otherwise provides, heard by one arbitrator according to the then current commercial arbitration rules of the American Arbitration Association. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by any state arbitration law. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper under the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs. The arbitrator's award and decision are conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction.

(ii) The parties shall be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred.

(iii) Talbert House and HCAN agree that arbitration will be conducted on an individual, not a class-wide, basis, and that an arbitration proceeding between Talbert House and its shareholders, officers, directors, agents and employees and HCAN (and/or owners, guarantors, affiliates and employees, if applicable) may not be consolidated with any other arbitration proceeding between Talbert House and any other person, corporation, limited liability entity or partnership or between HCAN and any other person, corporation, limited liability entity or partnership.

ARTICLE IX

MISCELLANEOUS

9.1 Survival of Warranties and Representations. All representations, warranties, covenants and agreements contained herein shall survive the consummation of the transactions contemplated herein and remain in full force and effect for a period of one year after Closing (unless such provisions of this Agreement set forth specifically a different time period), after which time they shall have no force and effect.

9.2 Strict Compliance.

(a) No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition.

(b) No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect.

9.3 Notices. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective when delivered personally (including delivery by express or courier services) or, if mailed, four (4) business days after being deposited in the United States mail as registered or certified matter, postage prepaid, return receipt requested, addressed to the Party at the address specified below, or to such other address as a Party may designate by notice to any other Party:

If to HCAN:

Health Care Access Now, Inc.
7162 Reading Road, Suite 1120
Cincinnati, OH 45237
Attn: Chief Executive Officer

If to TH:

Talbert House
2600 Victory Parkway
Cincinnati, Ohio 45206-1711
Attn.: President/CEO

9.4 Amendments. Except as provided herein, neither this Agreement nor any term or provision thereof may be changed, waived, discharged or terminated except by the written agreement of the Parties.

9.5 Captions. The captions to this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or any part hereof, nor in any way affect this Agreement or any part thereof.

9.6 Assignment. This Agreement shall be assignable by any Party only upon the prior written consent of each other Party.

9.7 Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio; provided, however, that the conflicts of law principles of the State of Ohio shall not apply to the extent that they would operate to apply the laws of another state. Both Parties to this Agreement submit to the exclusive jurisdiction of the federal and state courts sitting in Hamilton County, Ohio for the resolution of any disputes related to or arising out of this Agreement or the Affiliation.

9.8 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

9.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

9.10 Expenses. Each Party agrees to pay its own expenses incurred in connection with the Affiliation and the other transactions contemplated hereby.

9.11 Entire Agreement. This Agreement, including any appendices, schedules or other exhibits presently or subsequently attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter thereof.

9.12 Cross References. Unless otherwise stated, all references to Articles, Sections, Schedules and Exhibits in the text of this Agreement are to other Articles, Sections, Schedules and Exhibits of this Agreement.


9.13 Equitable Remedies. The parties understand and agree that material non-compliance with or breach of any of the covenants, commitments, or obligations of this Agreement which by the terms of this Agreement are to be performed by either party after the Closing will result in serious and irreparable injury to the other party for which such party cannot be adequately compensated by monetary damages alone, and the parties therefore agree that, in addition to any other remedy the other party may have, the other party shall be entitled to equitable relief, including specific performance and injunctive relief, in the event of any such material non-compliance or breach.

9.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the parties hereto.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed by their respective duly authorized representatives, all effective as of the date first above written.

Talbert House

By: 
Printed Name: NEIL TILOW
Title: CEO

Health Care Access Now, Inc.

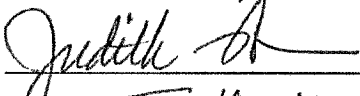
By: 
Printed Name: Judith Warren
Title: CEO

EXHIBIT A

HCAN'S AMENDED AND RESTATED ARTICLES OF INCORPORATION

DOCUMENTS BEING FILED WITH THE SECRETARY OF STATE

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
HEALTH CARE ACCESS NOW, INC.

[Note: These Amended and Restated Articles of Incorporation must be conformed to Ohio Secretary of State Form for filing.]

FIRST: The name of the corporation is Health Care Access Now, Inc.

SECOND: The place in Ohio where the principal office of the corporation is to be located is in the City of Cincinnati, Hamilton County, Ohio.

THIRD: Health Care Access Now, Inc. (the "Corporation") is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code ("Code"). More specifically, the activities of the Corporation shall include: (i) providing support to organizations exempt from federal income tax under Section 501(c)(3) of the Code that provide primary care, social services and behavioral health care for uninsured and low-income residents of Southwest Ohio, Northern Kentucky and Southeast Indiana; and (ii) whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, to carry out the purposes of this Article THIRD, including the exercise of all other authority under the Ohio Nonprofit Corporation Law. Notwithstanding any other provision of these Articles of Incorporation, the purposes of the Corporation shall be limited exclusively to exempt purposes within the meaning of Section 501(c)(3) of the Code.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or any other private individual or entity, 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 the purposes set forth above. No substantial part of the activities of the Corporation shall be the carrying on of

propaganda, or otherwise attempting, to influence legislation, except as provided in Section 501(h) of the Code. The Corporation shall not participate in, nor 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 Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

FIFTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such organization or organizations that are organized and operated exclusively for religious, charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively for such purposes or to an organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

SIXTH: The sole member of the Corporation shall be Talbert House.

SEVENTH: These Amended and Restated Articles of Incorporation take the place of and supersede in their entirety, the existing Articles of Incorporation of the Corporation.

EXHIBIT B

HCAN'S AMENDED AND RESTATED REGULATIONS

DOCUMENTS BEING FILED WITH THE SECRETARY OF STATE

**AMENDED AND RESTATED
REGULATIONS
OF
HEALTH CARE ACCESS NOW**

**ARTICLE I
MEMBER**

The sole member of Health Care Access Now, Inc. (the “Corporation”) is Talbert House (the “Member”).

**ARTICLE II
DIRECTORS**

Section 1. Authority and Duties. The entire direction and management of the affairs of the Corporation shall be vested in its Board of Directors who, subject to the reserved powers of the Member referenced in the Affiliation Agreement between the Corporation and the Member dated January 1, 2018 (the “Affiliation Agreement”), shall have general control and authority over the day-to-day business activities, operations, funds and properties of the Corporation necessary to carry out the purposes and activities of the Corporation.

Section 2. Number, Term of Office, Election, Qualifications, and Removal of Directors. The number of Directors shall be fixed from time to time by the Directors but shall be no fewer than three (3).

Directors shall be elected by the Member, upon nomination by the then-current Directors, to serve three-year terms, and Directors shall hold office until their respective successors are elected, except in the case of earlier resignation, removal or death. Directors’ terms should, to the extent practicable, be classified so that no more than one-third (1/3) plus one (1) of the full number of Directors is elected each year.

Any Director may be removed from office at any time, with or without cause, by the Member. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires. Vacancies on the Board of Directors caused by death, resignation, removal from office, increase of the authorized number of Directors, or any other cause other than the expiration of a term shall be filled for the unexpired portion of the three-year term by the Member, upon nomination by the remaining then-current Directors.

Section 3. Annual Meeting. The annual meeting of the Corporation shall take place at such time and on such date each year at the principal offices of the Corporation or at such other place within or without the State of Ohio as the Board of Directors, the Chair, the Vice Chair or the Executive Director shall determine. The purposes of the annual meeting shall be to elect the Chair and other officers of the Corporation, to receive the reports of officers and committees of

the Board of Directors, if any, and to transact such other business as may properly come before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such times as the Board of Directors, the Chair, the Vice Chair or the Executive Director shall determine. Regular meetings shall be held at the principal offices of the Corporation or at such other place within or without the State of Ohio as the Board of Directors, the Chair, the Vice Chair or the Executive Director shall determine. The purposes of regular meetings of the Board of Directors shall be to consider and act upon any matters that are proper subjects for action by the Board of Directors.

Section 5. Special Meetings. The Member, the Chair, the Vice Chair, the Executive Director or one-third (1/3) of the Directors then in office may call a special meeting of the Board of Directors, to be held at any time at the principal offices of the Corporation or at such other place within or without the State of Ohio as those calling the meeting shall determine. A special meeting may be held for any purpose that would be a proper purpose of a regular meeting.

Section 6. Notice of Meetings. Not less than seven (7) days before the date fixed for an annual or regular meeting of Directors, or two (2) days in the case of a special meeting, written notice stating the date, time, place, and, in the case of a special meeting, the purposes of the meeting shall be given by or at the direction of the Chair, Vice Chair, Executive Director or the Directors calling the meeting. Written notice of the date, time, and place of all annual and regular meetings of the Directors scheduled during a specified period may be provided to the Directors in advance of such period in lieu of separate written notices for each meeting. Notices shall be given to the Directors by any lawful means, at the respective addresses, email address or telefacsimile numbers as they appear on the records of the Corporation.

Section 7. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Directors.

Section 8. Voting by Directors. Except as otherwise provided in the Articles of Incorporation or these Regulations, each Director shall be entitled to one vote on any matter properly submitted to the Directors for their vote, consent, waiver, release, or other action. Except as otherwise required by statute, the Articles of Incorporation, or these Regulations, or in the election of Directors, the act of a majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors.

Section 9. Waiver of Notice. Notice of the time, place, and purposes of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting. The attendance of any Director at any meeting (or participation at a meeting held through the use of authorized communications equipment) without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by that Director of notice of the meeting.

Section 10. Action Without a Meeting. Any action that may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the

affirmative vote or approval of, and in a writing or writings signed by, all of the Directors, which writing or writings shall be filed with or entered upon the records of the Corporation.

Section 11. Meetings by Means of Authorized Communications Equipment. Meetings of the Directors may be held through the use of any authorized communications equipment within the meaning of Section 1702.01(Q) of the Ohio Revised Code, or any subsequent similar provision. Participation in a meeting pursuant to this Article II, Section 11 shall constitute presence at such meeting.

ARTICLE III **COMMITTEES**

Section 1. Executive Committee. There may be an Executive Committee of the Board comprised of no fewer than three directors. The Executive Committee shall act for the Board of Directors in the intervals between meetings of the Board of Directors and, except to the extent determined otherwise by the Board of Directors, shall have all authority of the Board of Directors. Any action by the Executive Committee shall be reported to the full Board

Section 2. Other Committees. The Board of Directors shall create an Audit Committee and Nominating Committee and may create such other committees of no fewer than three Directors. Such committees shall have and may exercise such powers of the Board of Directors in the management of the Corporation as may be conferred or authorized by the resolutions appointing them; however, only the Executive Committee shall have the power to fill vacancies among the Directors or in any committee. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to discharge any such committee.

Section 3. Advisory Committees. The Board of Directors, the Executive Committee or the Executive Director from time to time may also appoint committees to review, study, and advise the Board, the Executive Committee or the Executive Director as the case may be on various matters. Such advisory committees may include as members individuals who are not Directors; provided, however, that such advisory committees shall not be permitted to act for the Board of Directors, and the acts of such advisory committees shall not be considered acts of the Board of Directors.

Section 4. Meetings and Actions. Committees shall act only during the intervals between meetings of the Board of Directors and subject to the direction of the Board of Directors. Except for advisory committees, acts of any committee within the authority delegated to it shall be effective for all purposes as the act or authorization of the Directors. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee chair or the committee may fix the time and place of a committee's meetings. Committee members may participate at meetings by means of authorized communications equipment within the meaning of Section 1702.01(Q) of the Ohio Revised Code, or any subsequent similar provision, and such participation shall constitute presence at the meeting. Except as otherwise required by statute, the Articles of Incorporation, or these Regulations, the act of a majority of the committee members present at a meeting at which a quorum is present is the act of the committee. Committees may act by a writing or writings

signed by all members of such committee. Any committee may adopt bylaws, not inconsistent with the Articles of Incorporation, these Regulations or the committee's charter (if any), for the conduct of meetings and the committee's internal governance.

ARTICLE IV **OFFICERS**

Section 1. Election and Designation of Officers. The Board of Directors shall elect a Chair, a Vice Chair, Secretary, and a Treasurer, and may elect such other officers from time to time as the Board of Directors may deem necessary or desirable. The Chair and Vice Chair shall be Directors. 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 the instrument is required to be executed, acknowledged, or verified by two or more officers.

Section 2. Term of Office: Vacancies. The officers of the Corporation shall hold office until their respective successors are elected, except in the case of earlier resignation, removal from office, or death. The Board of Directors may remove any officer at any time, with or without cause, by a majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.

Section 3. Duties. The Chair shall preside at all meetings of the Board of Directors and of the Executive Committee. The Vice Chair shall, should the Chair be absent or unavailable, exercise the authority of the Chair. The Chair or the Vice Chair may execute all authorized documents, contracts, and obligations in the name of the Corporation and shall have such other authority and shall perform such other duties as may be determined by the Board of Directors. Officers other than the Chair shall have such authority and perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Board of Directors regardless whether such authority and duties are customarily incident to such office.

Section 4. Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer, and generally to require the performance of duties in addition to those mentioned herein.

ARTICLE V
EXECUTIVE DIRECTOR

Section 1. Appointment. The Board of Directors shall appoint, through employment or contract, an Executive Director who shall serve as the president and chief executive officer of the Corporation. Subject to directions from the Board of Directors, the Executive Director shall have duties associated with conducting day – to – day operations and provide general supervision over the affairs of the corporation.

Section 2. Duties. The Executive Director may execute all authorized documents, contracts, and obligations in the name of the corporation and shall have such other authority and shall perform such other duties as may be determined by the Board of Directors.

ARTICLE VI
INDEMNIFICATION

The Corporation shall indemnify, to the full extent permitted by the Nonprofit Corporation Law of Ohio, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, member, manager, employee or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, limited liability company, joint venture, trust or other enterprise. The Corporation may, but shall not be required to, indemnify any other person whom it may indemnify under the provisions of the Nonprofit Corporation Law of Ohio.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Corporation shall end on December 31 of each year or on such other date as may be fixed from time to time by the Board of Directors.

ARTICLE VIII
AMENDMENTS

The Articles of Incorporation and these Regulations of the Corporation may be amended, or new Regulations may be adopted, by the affirmative vote of the Board of Directors.

ARTICLE IX
CONFLICTS OF INTEREST

Section 1. Gifts. No director, officer or employee of the Corporation shall solicit or accept,

directly or indirectly, anything of substantial monetary value (including any gift, gratuity, favor, entertainment, loan or other consideration) from any person or entity which has, or is seeking, a contractual, donative, employment, financial or other beneficial relationship with the Corporation without first making a disclosure of such conflict of interest to the Member or the Board of Directors.

Section 2. Conflict of Interest Procedure. When the Member or the Board of Directors is considering a proposed transaction that may benefit the private interest of an officer or director, the procedure outlined in the Conflicts of Interest Policy adopted by the Board of Directors shall be followed.

ARTICLE X **DISSOLUTION**

If deemed advisable by the Member and the Board of Directors of the Corporation, the Corporation may be dissolved pursuant to the applicable provisions of the nonprofit corporation laws of the State of Ohio. Upon the dissolution, the Corporation shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all assets of the Corporation as provided in the Articles of Incorporation.

ARTICLE XI **AFFILIATION AGREEMENT**

As referenced above, the relationship between the Corporation and Member is governed by the Affiliation Agreement. Under the Affiliation Agreement, the Member has reserved rights and powers to approve certain matters and transactions of the Corporation contemplated by the Affiliation Agreement and delegated certain power and authority to the Board of the Corporation. To the extent permitted by law and in addition to any authorization, consent or approval required by law, rule or regulation, any matter or transaction of the Corporation requiring approval or consent of the Member must be approved by the Member before the Corporation may engage or participate in, or utilize its income or assets in connection with, or otherwise be associated with such matter or transaction.

CERTIFICATE OF ADOPTION

The foregoing Code of Regulations was duly adopted by the Board of Directors of the Corporation effective as of the 1st day of January, 2018.

Karen Mueller

By: Karen Mueller
Its: Secretary

EXHIBIT C

DISCLOSURE SCHEDULES

NO DISCLOSURES

SCHEDULE 3.3

MATERIAL LIABILITIES OF HCAN NOT DESCRIBED IN FINANCIAL STATEMENTS

AS PART OF THE MONTHLY REVIEW OF FINANCIAL REPORTS, IT WAS DETERMINED THAT RECOGNITION OF REVENUE FROM THE QUARTERLY PAYMENTS FROM THE BETHESDA INC GRANT WERE IMPROPERLY STATED. TO DATE WE WERE FULLY RECOGNIZING "REVENUE" AS WE RECEIVED THE GRANT MONEY QUARTERLY INSTEAD OF RECOGNIZING AS EXPENSES WERE INCURRED. THE UNEXPENDED FUNDS SHOULD BE DEFERRED.

AFTER DISCUSSION WITH OUR AUDITOR, FLYNN & COMPANY, IT WAS DETERMINED THAT THERE WILL BE A PRIOR YEAR ADJUSTMENT ON THE 2017 FINANCIALS AND 990. GOING FORWARD THE MONTHLY FINANCIAL REPORTS WILL REFLECT BI DEFERRED REVENUE.

SCHEDULE 3.7

HCAN CONTRACTS OVER \$50,000

OHIO COMMISSION ON MINORITY HEALTH

BETHESDA INC.

UNITED WAY OF GREATER CINCINNATI

CARESOURCE

CRADLE CINCINNATI

SCHEDULE 3.8

REAL PROPERTY

NO REAL PROPERTY TO LIST

SCHEDULE 3.10

INTELLECTUAL PROPERTY

HCAN TRADEMARK

CCS INFORMATION SYSTEM DOCUMENTATION

SCHEDULE 3.13

TAXES

NO TAXES TO REPORT

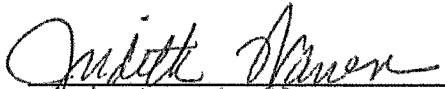
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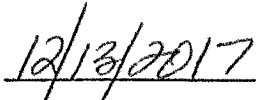
INSURANCE CLAIMS

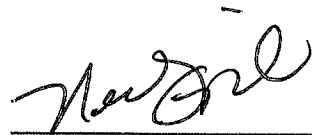
NO INSURANCE CLAIMS

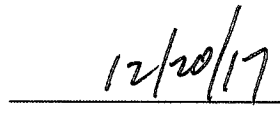
MEMORANDUM
OF UNDERSTANDING

Talbert House (TH) will cash flow the daily operations of Health Care Access Now (HCAN) as part of their management agreement. Payroll and accounts payable will be processed weekly/biweekly as part of TH's normal operations. Talbert House will reduce amounts due from affiliate at month end based on cash flow of HCAN. As long as amounts outstanding are paid in full within a year, no interest will be charged. Any amounts outstanding in excess of one year will be subject to interest at LIBOR plus 1.5%.


HCAN CEO
Signature


Date


Signature


Date