



May 30, 2024

Oregon Health & Science University
3181 SW Sam Jackson Park Road
Portland, Oregon 97239-3098

Legacy Health
1919 NW Lovejoy Street
Portland, Oregon 97209

Re: Obligations for Regulatory Filings and Grant Agreement

To whom it may concern:

Reference is hereby made to (a) that certain System Combination Agreement (as amended, restated, supplemented or otherwise modified, the “**System Combination Agreement**”), dated May 30, 2024, by and between OREGON HEALTH & SCIENCE UNIVERSITY, an Oregon statutory public corporation (“**OHSU**”) and LEGACY HEALTH, an Oregon nonprofit corporation (“**Legacy Health**”); and (b) that certain to-be-executed Grant Agreement, substantially in the form attached hereto as Exhibit A (as amended, restated, supplemented or otherwise modified, the “**Grant Agreement**”), by and between Legacy Health and the entity named, as of the date of this letter Agreement, LEGACY HEALTH FOUNDATION, an Oregon nonprofit public benefit corporation, or any successor thereto (the “**Foundation**”). Each of OHSU and Legacy Health may be referred to throughout this letter agreement (this “**Agreement**”) individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined herein shall have the meanings given to them in the System Combination Agreement. All section references used herein shall refer to the applicable sections of the System Combination Agreement unless otherwise indicated herein.

In consideration of the respective agreements, covenants, representations and warranties of the Parties set forth herein, in the System Combination Agreement and in the Grant Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Legacy shall, and shall cause the Foundation to, upon the filing with OHA pursuant to Section 6.6.1 of the System Combination Agreement (subject to two weeks prior notice from OHSU to Legacy Health of the date of such filing), unless a different date is mutually agreed to by each of the Parties hereto, take all steps required to give notice of the transaction described in Section 1.3 of the System Combination Agreement (the “**PacificSource Membership Interest Transfer**”) to OHA to the extent required by the

HCMO Process, on forms required by OHA. In the event that OHA requests any supplemental information in connection therewith, Legacy Health shall, and shall cause the Foundation to, submit complete responses as soon as practicable and, in any event, within fifteen (15) calendar days following the receipt of such a request, unless a different date is mutually agreed to by each of the Parties hereto.

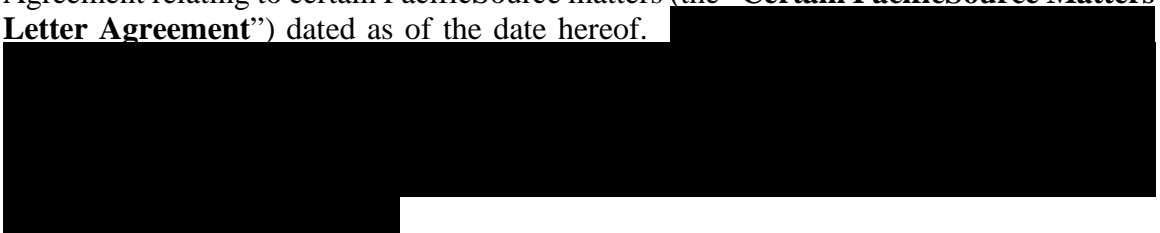
2. Legacy Health shall, and shall cause the Foundation to, exercise reasonable best efforts to complete the HCMO Process and to obtain OHA approval of the PacificSource Membership Interest Transfer (if such approval is required by the HCMO Process) on terms mutually agreeable to Legacy Health and OHSU within the 180-day review period contemplated by ORS 415.501(7)(a). Any voluntary extension of the HCMO review period shall require mutual consent of all of the Parties hereto.

3.



4. Without limiting the provisions of Sections 1 and 2 of this Agreement, Legacy Health shall, and shall cause the Foundation to, use reasonable best efforts to promptly take all actions necessary to (a) obtain any additional authorizations, clearances, consents, orders or approvals of any Government Entity (if any) necessary for the consummation of the PacificSource Membership Interest Transfer, and (b) resolve any objections asserted with respect to the PacificSource Membership Interest Transfer raised by any such Government Entity.
5. Upon receiving any required OHA approval of the PacificSource Membership Interest Transfer on terms mutually agreeable to Legacy and OHSU (and upon receiving any other Government Entity approval required for the PacificSource Membership Interest Transfer, if any), Legacy Health shall, and shall cause the Foundation, to use its best efforts to timely satisfy the conditions precedent set forth in Section 7.9 and Section 8.9 of the System Combination Agreement.
6. Without limiting the provisions of Section 5 of this Agreement, Legacy Health agrees that on the date that: (a) any required OHA approval (and any other required Government Entity approval, if any) of the PacificSource Membership Interest Transfer on terms mutually agreeable to Legacy and OHSU has been received; and (b) all conditions precedent to the

obligations of Legacy and OHSU to consummate the Transactions set forth in Article 7 and Article 8 of the System Combination Agreement have been met or waived (other than the conditions precedent set forth in Section 7.9 and Section 8.9 of the System Combination Agreement), Legacy Health shall, and shall cause the Foundation to, execute the Grant Agreement and take any other actions required of Legacy Health and/or the Foundation under the Transaction Documents or by any Government Entity with competent jurisdiction for the consummation of the PacificSource Membership Interest Transfer (collectively, the “**PacificSource Transfer Actions**”), so as to facilitate the Closing of the PacificSource Membership Interest Transfer and the other Transactions on such date (unless Legacy Health and OHSU mutually agree that the Closing shall occur on a later date, in which case Legacy Health shall, and shall cause the Foundation to, agree to take the PacificSource Transfer Actions on such later date).

7. References in this Agreement to requirements that Legacy cause the Foundation to take action shall mean that Legacy shall take any and all actions that are necessary or appropriate in Legacy’s capacity as the sole corporate member of the Foundation. In furtherance of the forgoing, Legacy agrees that it shall not cease to be the sole member of the Foundation, or consent to any modification of its rights and powers as sole member (as such rights and powers exist as of the date hereof), until immediately prior to the Closing. Legacy shall be liable to OHSU for any failure of the Foundation to take any of the actions that Legacy commits hereunder to cause the Foundation to take.
8. The Parties acknowledge that OHSU and Legacy Health have entered into another letter Agreement relating to certain PacificSource matters (the “**Certain PacificSource Matters Letter Agreement**”) dated as of the date hereof. 
9. The Parties intend that the provisions of the Certain PacificSource Matters Letter Agreement and this letter Agreement be consistent with one another and interpreted in such fashion. However, in the event of any inconsistency between the Certain PacificSource Matters Letter Agreement and this Agreement, the provisions of this Agreement shall control.
10. This agreement shall be considered an additional Transaction Document under the System Combination Agreement, notwithstanding any provisions to the contrary in any other Transaction Document.
11. Miscellaneous
 - a. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

- b. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Parties, and any such purported assignment shall be void.
- c. This Agreement may not be amended except pursuant to a written instrument executed by authorized representatives of each Party.
- d. Any term, covenant or condition herein may be waived at any time by a Party entitled to the benefit thereof, but only by a written notice signed by an authorized officer of such Party. The failure to enforce or the waiver by any Party of a term, provision or breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.
- e. Any notice, demand, or communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given to the other Parties on the earliest of the date (a) of delivery when personally delivered or delivered by e-mail or facsimile with confirmation of delivery, (b) three (3) business days after such notice is sent by registered U.S. mail, return receipt requested, or (c) one (1) business day after delivery of such notice into the custody and control of a nationally or internationally recognized overnight courier service for next day delivery; in each case to:

If to OHSU or Legacy, the individuals and addresses specified in Section 12.6 of the System Combination Agreement.

- f. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement. Signatures by electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this letter Agreement to be executed by their authorized officers as of the date first set forth above.

**OREGON HEALTH & SCIENCE
UNIVERSITY**

By: Danny O. Jacobs

Printed: Danny O. Jacobs, M.D., M.P.H., FACS

Title: President

(Signature Page to Side Letter re: Regulatory and Grant Agreement Matters)

IN WITNESS WHEREOF, the Parties hereto have caused this letter Agreement to be executed by their authorized officers as of the date first set forth above.

LEGACY HEALTH

By: Anna Loomis

Printed: Anna Loomis

Title: Interim CEO

(Signature Page to Side Letter re: Regulatory and Grant Agreement Matters)

EXHIBIT A
GRANT AGREEMENT

**GRANT AGREEMENT
BETWEEN
LEGACY HEALTH
AND
LEGACY HEALTH FOUNDATION**

This Grant Agreement (the “**Agreement**”) is made as of _____, 2025 (the “**Effective Date**”), by and between Legacy Health (“**Legacy**”) and Legacy Health Foundation (“**Grantee**” or the “**Foundation**”). Legacy and the Foundation are sometimes each referred to as a “**Party**” and collectively as the “**Parties**.”

Background:

Legacy is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). Legacy’s historic vision is to become a health partner to patients for life by delivering high-quality affordable care, connected experiences, and meaningful outcomes to its patients and members.

The Foundation is an Oregon nonprofit public benefit corporation that is exempt from federal tax pursuant to Section 501(c)(3) and is a public charity (and not a “private foundation”) within the meaning of Section 509(a)(1) and 170(b)(1)(A)(vi) of the Code. The mission of the Foundation is to foster community commitment and involvement to support the founding principles, mission and vision of Legacy and promote the health and well-being of the community.

In furtherance of its mission, Legacy has entered into an agreement with Oregon Health & Science University, a statutory public corporation and tax-exempt instrumentality of the state of Oregon (“**OHSU**”) by which they will affiliate to create a combined health care system under OHSU as the system’s sole corporate parent (the “**System Combination**”). The terms of the System Combination are documented in a Definitive Agreement dated May 30, 2024 (as amended, restated, supplemented or otherwise modified, “**Definitive Agreement**”). The entry into this Agreement by Legacy and Grantee is a condition to the closing of the System Combination, as set forth in Sections [7.9 and 8.12] of the Definitive Agreement.

The Parties entered into a memorandum of understanding on May 30, 2024 (the “**MOU**”) to affirm the Parties’ shared goals for the Foundation to transition from a fundraising foundation to a grantmaking foundation in connection with the Foundation’s receipt of a grant from Legacy at the closing of the System Combination. The MOU anticipates that Legacy and the Foundation will enter into this Agreement to outline the terms of the grant, including its restricted purpose and Foundation governance, through which the Foundation will become the legacy of Legacy Health.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Grant Award.** Legacy shall gift, donate, contribute and/or transfer to the Foundation a monetary grant and its member interest in PacificSource, an Oregon nonprofit corporation (“**PacificSource**”), in each case as described below (together, the “**Grant**”):

1.1. **Monetary Grant.** Legacy hereby agrees to award to the Foundation, and the Foundation agrees to accept from Legacy, a cash monetary grant, the amount and payment schedule of which shall be made in accordance with Attachment 1 (the “**Monetary Grant**”).

1.2. **PacificSource Interest.** Effective as of immediately prior to the Effective Time (as defined in the Definitive Agreement), Legacy hereby grants, contributes, assigns, transfers, conveys and delivers to the Foundation all of Legacy’s right, title and interest in and to its member interest in PacificSource (the “**PacificSource Interest**”), and the Foundation does hereby accept from Legacy all of Legacy’s right, title and interest in and to the PacificSource Interest (the “**PacificSource Grant**”). Upon the consummation of the PacificSource Grant, (i) the Parties will facilitate an amendment to the PacificSource bylaws to reflect the PacificSource Grant, and (ii) Foundation agrees to enter into an [Amended and Restated Member Agreement with PacificSource in substantially the form attached hereto as Attachment 2].

2. Use of Grant Funds.

2.1. **Compliance with Agreement.** Grantee agrees to use the Grant proceeds solely in accordance with the terms and conditions of, and for the purposes set forth in, this Agreement. The Grant funds may not be expended for any other purpose without the prior written approval of Legacy.

2.2. **Restricted Grant.** The Foundation shall use the Grant proceeds solely as described in more detail in Attachment 3, which sets forth the restricted purpose of the Grant (the “**Grant Purpose**”).

2.3. **Compliance with Law.** Grantee may only use Grant funds for charitable, educational, or scientific purposes within the meaning of Code Section 170(c)(2)(B), and more specifically for the Grant Purpose described in this Agreement.

2.4. **No Earmarked Funds.** The Foundation acknowledges that Legacy has not earmarked any of the Grant funds for any organization or individual other than Grantee and that Grantee is solely responsible for the selection of any other organization to receive a portion of the proceeds of this Grant in furtherance of the Grant Purpose.

3. **Records.** Although the Foundation need not maintain Grant funds in a separate bank account, Grantee must identify Grant proceeds as a restricted fund in a special ledger account on its books for ease of reference and verification. Grantee shall keep records of expenditures under the Grant for at least four years after such expenditures have been made, and shall furnish or make available such books, records, and supporting documentation to Legacy for inspection at

reasonable times. While so held by the Foundation, such Grant Funds shall not be used for any purpose other than as expressly set forth in this Agreement and shall not be invested in any manner that would jeopardize or impair their availability for use by the Grantee for the purpose provided in this Agreement.

4. Foundation Governance.

4.1. Governing Documents. The Foundation will adopt amended and restated articles of incorporation and bylaws in the form attached hereto as Attachments 4 and 5, respectively, and Legacy will approve those restated governing documents as its last act prior to ceasing its role as sole member of the Foundation; provided, however, that in no event will Foundation in the future amend, revise or restate such amended and restated articles of incorporation or bylaws in any manner that is inconsistent with the terms or conditions of this Agreement.

4.2. Foundation Board. The Parties have worked collaboratively to evaluate the needed composition and characteristics of the board of directors of the Foundation (the “**Board**”) after the closing of the System Combination. To provide continuity of combined leadership, experience and expertise from both Parties, the Foundation will elect directors so that as of [DATE], the Board is comprised of the directors with staggered terms identified in Attachment 6. After the closing of the System Combination, the Board will elect additional community members pursuant to its bylaws to comprise a diverse self-perpetuating Board with relevant professional and lived experience.

5. Foundation’s Rights From Definitive Agreement. The Parties agree that the Foundation shall have and exercise the rights of the Foundation set forth in the Definitive Agreement and the other Transaction Documents (as defined in the Definitive Agreement).

6. Representations and Warranties.

6.1. Representations and Warranties of Foundation.

a) **Foundation’s Tax-Exempt, Public Charity Status.** The Foundation represents that it is an organization that is tax-exempt pursuant to Section 501(c)(3) and a public charity described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code, and that the Foundation has been recognized by the Internal Revenue Service as such.

b) **Execution, Delivery, Authorization.** The execution and delivery by Foundation of this Agreement, the performance by Foundation of its obligations hereunder and the consummation by Foundation of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Foundation. This Agreement has been duly executed and delivered by Foundation and (assuming due authorization, execution and delivery by Legacy) constitutes Foundation’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

6.2. Representations and Warranties of Legacy.

- a) **Ownership of PacificSource Interest.** The PacificSource Interest is owned of record and beneficially by Legacy, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (“**Encumbrances**”). Upon consummation of the transactions contemplated by this Agreement, Grantee shall own all of the Legacy’s right, title and interest in and to the PacificSource Interest, free and clear of all Encumbrances.
- b) **Execution, Delivery, Authorization.** Legacy has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated on its part hereby. The execution and delivery by Legacy of this Agreement, the performance by Legacy of its obligations hereunder and the consummation by Legacy of the transactions contemplated on its part hereby have been duly authorized by all requisite action on the part of Legacy. This Agreement has been duly executed and delivered by Legacy and (assuming due authorization, execution and delivery by Foundation) constitutes Legacy’s legal, valid and binding obligation, enforceable against it in accordance with its terms.

7. **Materials.** The parties acknowledge that the Foundation shall hold and retain all intellectual property rights, including copyright, trademark, trade name, and moral rights, in any written or otherwise documented work product that is created by the Grantee with the Grant funds.

8. Confidentiality.

8.1. Each Party shall hold, and shall use its best efforts to cause its affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence the terms of this Agreement and all documents and information concerning any other Party or any of its affiliates furnished to it by such other Party or such other Party’s officers, directors and agents in connection with this Agreement (collectively, “**Confidential Information**”), unless:

- a) disclosure of the terms of this Agreement is made to OHSU, PacificSource, Pacific Health Associates, government agencies and their respective owners, directors, managers, officers, employees, advisors, and agents;
- b) disclosure of the terms of this Agreement is made to any other third parties as required for purposes of consummating the System Combination;
- c) disclosure is mandated by Legal Requirements (as defined in the Definitive Agreement);
- d) disclosure is made in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby;
- e) to the extent that such documents or information can be shown to have been (i) previously known by the Party receiving such documents or information, (ii) in the

- public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving Party, or (iii) later acquired by the receiving Party from another source if the receiving Party is not aware that such source is under an obligation to another Party to keep such documents and information confidential;
- f) If a Party receives a request, pursuant to any Legal Requirements (as defined in the Definitive Agreement), for disclosure of another Party's Confidential Information, and the Party receiving the request is permitted to do so, the Party receiving the request shall provide the Party whose Confidential Information is being sought with prior prompt written notice of the request and allow the Party whose Confidential Information is being sought, at its sole expense, to seek a restraining order or other appropriate relief provided, but only to the extent such attempts do not result in any Party violating its legal obligations.

8.2. No public announcement of this Agreement will be made without prior written approval of the Parties and OHSU with respect to timing and content except as otherwise required by law.

9. Dispute Resolution. In the event a dispute between the Parties arises from or relates to this Agreement, and in order to give effect to the goals of the planned affiliation between Legacy and OHSU, the following process shall be followed. For purposes of the processes set forth in this Section 9, following the closing of the System Combination, OHSU shall have and exercise all rights of Legacy.

- 9.1.** The Parties shall attempt in good faith to resolve any dispute within sixty (60) days of either Party's first written notification of the dispute. The written notification shall be authorized by action of the complaining Party's Board (which, after the Closing, shall be OHSU Board with respect to Legacy), and shall include a clear written statement of the dispute. The applicable Parties' respective executives shall meet and use good faith efforts to resolve the matter.
- 9.2.** If the Parties' respective executives are unable to resolve a dispute within such sixty (60) day period, either Party may escalate the dispute to such Party's governing board (which, after the Closing, shall be OHSU's Board with respect to Legacy) to resolve the dispute for an additional sixty (60) days.
- 9.3.** If the applicable governing boards are unable to resolve the dispute to the mutual satisfaction of each Party within such sixty (60) day period, each Party may pursue any other means of resolving the dispute, except that any proceeding brought in a court of law must be done so in accordance with 9.4 and 9.5 below.
- 9.4.** ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTION 9.3 SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF OREGON IN EACH CASE LOCATED IN THE CITY OF PORTLAND AND COUNTY OF MULTNOMAH, AND EACH PARTY IRREVOCABLY

SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM

- 9.5.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTIONS 9.3 AND 9.4 IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING. EACH CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER DISPUTE PROCESS PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL SUIT, ACTION OR PROCEEDING, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 9.6.** The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to limit, restrict, waive or terminate any rights of notice or redress of any Party existing under applicable law with any governmental agency, bureau, commission or department.
- 9.7.** Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that a breach or threatened breach of this Agreement by a Party would cause the non-breaching Party to suffer immediate and irreparable harm which could not be fully remedied with the payment of monetary damages. As such, in addition to any other remedies available, the non-breaching Party shall be entitled to specific performance, preliminary and permanent injunctive relief, and other available equitable remedies to prevent, restrain or cure a breach or threatened breach of this Agreement by the other Party, either pending or following a trial on the merits, without the need to post bond or other security. For avoidance of doubt, either Party may seek to obtain injunctive (but not other) relief to prevent a threatened or ongoing breach of this Agreement without first pursuing the dispute resolution process set forth in this Section 9.

9.8. THE PARTIES AGREE THAT THE PROCEDURES SET FORTH IN THIS SECTION 9 SHALL BE THE SOLE AND EXCLUSIVE PROCEDURES FOR RESOLVING DISPUTES ARISING UNDER THIS AGREEMENT.

10. Third Party Beneficiaries.

10.1. Except as specifically set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of the Parties to whom such terms and provisions apply, and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person or Entity, as “third-party beneficiary” or otherwise.

10.2. Notwithstanding anything to the contrary set forth in this Agreement, OHSU shall be and is an express third-party beneficiary of, and pursuant to, this Agreement with full right and authority (i) to enforce all of the rights of Legacy pursuant to the terms and provisions of this Agreement, and (ii) to seek to ensure that Legacy and the community that it serves receive all of the benefits provided in this Agreement. Each of the Parties intends that OHSU shall be an express third-party beneficiary as set forth in this Section 10.2. The Parties each hereby fully waive any rights to bring or maintain any legal suit, action or proceeding, and covenant not to bring any legal suit, action or proceeding, challenging OHSU’s rights and standing pursuant to this Section 10.2. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment made in a manner without the advance written consent of OHSU, as third party beneficiary to this Agreement (to be granted or withheld in OHSU’s sole discretion).

10.3. On and after the date of the closing of the System Combination, (i) OHSU shall have standing and shall have the continuing right to enforce performance by the Foundation of all of the Foundation’s covenants, obligations and other agreements set forth in this Agreement on behalf of Legacy without the need for Legacy to be a party to such action and (ii) OHSU shall have and exercise all rights, and be entitled to all benefits, of Legacy under this Agreement.

11. General.

11.1. Communications. All communications related to this Grant shall be directed as follows:

LEGACY HEALTH (<i>prior to the closing of the System Combination</i>)	LEGACY HEALTH FOUNDATION
1919 NW Lovejoy Street	1919 NW Lovejoy Street
Portland, OR 97209	Portland, OR 97209
Attention: Craig Armstrong	Attention: Jill A. Nelson
Phone:	Phone:
Email:	Email:

LEGACY HEALTH (*after the closing of the System Combination*)
3181 SW Sam Jackson Park Road
Portland, OR 97239
Attention:
Phone:
Email:

11.2. Liability. No Party is responsible for the acts of third parties. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, and agents.

11.3. Assignment. Legacy may assign its rights or obligations hereunder, whether by written agreement, operation of law, or in any other manner whatsoever, without the Grantee's prior written consent. The Foundation may not assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without Legacy's prior written consent, which consent shall not be unreasonably withheld.

11.4. Further Assurances. The Parties agree to execute any and all documents and instruments necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement, including instruments of contribution, transfer, assignment, conveyance, delivery, acceptance, assumption or novation related to the PacificSource Grant.

11.5. Entire Agreement; Modification. This Agreement (including its attachments and exhibits) and the Definitive Agreement contain the entire agreement of the Parties regarding the subject matter described in this Agreement and the Definitive Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement and the Definitive Agreement. This Agreement may only be modified by a written agreement of the Parties and OHSU signed by an authorized representative of each Party and OHSU.

11.6. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

11.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement. Signatures by electronic means shall have the same legal effect, validity, enforceability and admissibility as handwritten signatures.

11.8. Survival. The terms, conditions and warranties contained in this Agreement shall survive the Grant term, and the expiration or termination, of the Agreement.

11.9. Waiver. Failure by a Party to exercise or enforce any rights available to that Party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that Party's rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LEGACY HEALTH

LEGACY HEALTH FOUNDATION

By: _____
Charles Wilhoite, Chair

By: _____
Jill A. Nelson, Chair

**ATTACHMENT 1
MONETARY GRANT**

At the Closing (as defined in the Definitive Agreement), Legacy shall make an initial Grant payment to the Foundation in the amount of *[insert amount calculated at Closing pursuant to Section 3.5 of the Definitive Agreement]*.

Thereafter, Legacy, or OHSU as its successor, shall make annual Grant payments (each, a “Tranche Payment,” as defined in the Definitive Agreement) to the Foundation according to the following schedule. The schedule below indicates each maximum Tranche Payment; the actual amount to be paid to the Foundation through each Tranche Payment shall be calculated pursuant to Section 3.5.4 of the Definitive Agreement. For the avoidance of doubt, each maximum Tranche Payment shall be reduced by any deductions necessary to fulfill Legacy’s obligations as described in Section 11.2 of the Definitive Agreement. Each Maximum Tranche Payment may be reduced by any accumulated investment losses and investment fees as of such payment date on the unreleased funds that have not been previously withheld from a Tranche Payment, and the final Maximum Tranche Payment shall be increased by any accumulated gains or interest:

Payment Number	Date	Maximum Tranche Payment
2	<i>[insert closing date]</i> , 2027	
3	<i>[insert closing date]</i> , 2028	
4	<i>[insert closing date]</i> , 2029	
5	<i>[insert closing date]</i> , 2030	
6	<i>[insert closing date]</i> , 2031	

ATTACHMENT 2
[PACIFICSOURCE AMENDMENT TO MEMBER AGREEMENT]

ATTACHMENT 3 RESTRICTED GRANT PURPOSE

Purpose: Health Equity and Access

The purpose of this multi-year Grant is to further Legacy's mission of good health for our people, our patients, our communities, and our world. In particular, the Grant is intended to amplify the Foundation and its mission to create a legacy of generational health and well-being through purposeful and impactful investments. Legacy supports the Foundation's vision for every member of our community to achieve their highest possible quality of health.

Restricted Grant:

The Grant is restricted as follows:

Permitted Grant Activities (in each case subject to the Prohibited Grant Activities):

- Grants to or for the benefit of OHSU and the OHSU System (as defined in the Definitive Agreement).
- Grants to non-OHSU non-profit hospital-based systems that are in competition with the OHSU System (as listed on Schedule 3.6(a) of the Definitive Agreement, as such list may be amended by mutual written agreement of the Foundation and OHSU from time to time) solely for the purpose of addressing community health needs supported by such systems.
- Grants to or for the benefit of other non-profit hospital-based systems that are not in competition with the OHSU System.
- Grants to or for the benefit of other organizations, tribes, government agencies, and educational institutions in support of the Foundation's mission and vision in Oregon and Southwest Washington.
- Foundation administration and operating costs.
- Foundation program activities in furtherance of the Foundation's mission (as described as of the Effective Date), including but not limited to education, community outreach, convenings, technical assistance, and advocacy.

Prohibited Grant Activities

- Grants to or for the benefit other organizations with primary focus and operations outside of Oregon and Southwest Washington.
- Grants to or for the benefit of any hospital-based system that is in competition with the OHSU System (as listed on Schedule 3.6(a) of the Definitive Agreement, as such list may be amended by mutual written agreement of the Foundation and OHSU from time to time) for purposes of engaging in activities that are competitive with the OHSU System, in whole or in part, as opposed to the purpose of solely addressing community health needs.
- Solicitation of individuals, corporations or other entities for charitable contributions, or from foundations for charitable grants.

ATTACHMENT 4
|_____|
(Formerly known as Legacy Health Foundation)
REVISED AND RESTATED ARTICLES OF INCORPORATION (2025)

ATTACHMENT 5
[_____]
(Formerly known as Legacy Health Foundation)
REVISED AND RESTATED BYLAWS (2025)

**ATTACHMENT 6
FOUNDATION BOARD OF DIRECTORS**

1. WHEREAS the Board of Directors of [_____] has adopted Amended and Restated Bylaws, which provide that directors shall serve a maximum of two consecutive three-year terms, and that by resolution the Board may stagger director terms so that not all of the directors' terms expire in the same year.

2. WHEREAS the Board wishes to elect directors and stagger director terms pursuant to the bylaws, now therefore be it

3. RESOLVED that effective [DATE] the Board of Directors shall be comprised of the following named individuals, whose terms shall be and hereby are assigned and staggered in the following manner:

Director Name	Current Term	Current Term Ends
Foundation 1	1	2025
Foundation 2	1	2026
Foundation 3	1	2027
Foundation 4	2	2027
Legacy 1	1	2025
Legacy 2	1	2026
Legacy 3	1	2027
Legacy 4	2	2026
Legacy 5	2	2027