
GOVERNANCE MATTERS AGREEMENT

by and between

OREGON HEALTH & SCIENCE UNIVERSITY

and

LEGACY HEALTH

May 30, 2024

GOVERNANCE MATTERS AGREEMENT

THIS GOVERNANCE MATTERS AGREEMENT (this “**Agreement**”) is made and entered into as of May 30, 2024 (the “**Execution Date**”), by and between **OREGON HEALTH & SCIENCE UNIVERSITY**, an Oregon statutory public corporation (“**OHSU**”) and **LEGACY HEALTH**, an Oregon nonprofit corporation (“**Legacy Health**”). Each of OHSU and Legacy Health may be referred to throughout 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 Combination Agreement (defined below). The Parties hereby expressly acknowledge and agree that following the Closing, Legacy Health Foundation, an Oregon nonprofit corporation (the “**Foundation**”) shall be an express third party beneficiary of this Agreement, and be entitled to all rights and benefits as set forth herein.

WHEREAS, OHSU and Legacy Health have entered into that certain System Combination Agreement (the “**Combination Agreement**”), dated as of the Execution Date, pursuant to which, as of the Effective Time (as defined in the Combination Agreement): (a) OHSU will become the sole corporate member of Legacy Health and, indirectly, of all of Legacy Health’s wholly owned subsidiaries, with the right to appoint and remove the members of the Board of Legacy Health and its subsidiary boards; and (b) OHSU shall have such reserved and other rights and authorities with respect to Legacy Health as are provided under the terms of the Combination Agreement (and related agreements or documents entered into in connection therewith); and

WHEREAS, as a result of the Transactions: (a) OHSU shall be the ultimate corporate parent of the combined OHSU and Legacy Health healthcare systems (the “**OHSU System**” or the “**Health System**”); and (b) the Boards of each Legacy Health Entity will transition to be advisory (retaining only such direct authorities as mandated by Legal Requirements); and

WHEREAS, the OHSU Board (defined below) will consist of eleven (11) members pursuant to Oregon law, all of whom are appointed by the Governor, in the Governor’s sole discretion, subject to confirmation by the Oregon Senate; provided, that pursuant to Oregon law, seven (7) members of the OHSU Board are at-large appointments and the other four (4) members are required to be an OHSU student, an OHSU faculty member, an OHSU staff member and the OHSU President; and

WHEREAS, the OHSU Board of Directors (the “**OHSU Board**”) has ultimate governance authority over OHSU, its subsidiary legal entities and their respective operations (which shall include the entire combined Health System as of the Effective Time); and

WHEREAS, in making appointments to the OHSU Board, Oregon Governors consider the needs of the people of the State of Oregon and OHSU’s tripartite missions and have historically requested a list of candidates for consideration; and

WHEREAS, the Parties believe that Governors of the State of Oregon may wish to consider OHSU Board candidates who have insight or experience with community health systems or with Legacy Health in order to successfully integrate the combined system; and

WHEREAS, the OHSU Board has delegated to the OHSU President certain governance authority over the operations of the clinical components of the OHSU enterprise (which shall include the entire combined Health System as of the Effective Time) and the OHSU President has further delegated authority with respect to all professional staff privileging and quality assurance/performance improvement at all Health System divisions and licensed facilities (which shall include the entire combined Health System as of the Effective Time) to a health system board (the “**Health System Board**”); and

WHEREAS, in connection with the Transactions, the Parties desire to: (a) give the Foundation the right to identify individuals for the Governor’s consideration to fill certain vacancies on the OHSU Board in order to maintain important skills and experience as the combined system is integrated; and (b) reconstitute the Health System Board, in each case on the terms and subject to the conditions set forth in this Agreement and the Combination Agreement.

NOW, THEREFORE, in consideration of the respective agreements, covenants, representations and warranties of the Parties set forth herein, and in consideration of the respective agreements, covenants, representations and warranties set forth in the Combination Agreement and other Transaction Documents, 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. OHSU BOARD NOMINATIONS.

1.1 Process for Identification of Candidates for Certain Upcoming OHSU Board Vacancies. Conditioned on the Closing having occurred, for the shorter of (i) ten (10) years following Closing or (ii) such time when three (3) nominees of the Foundation governing body (“**Foundation Board**”) have been appointed and confirmed to sit on the OHSU Board (collectively, the “**Recommended Nominee Period**”), as vacancies following the Closing arise on the OHSU Board from seats appointed by the Governor (and not reserved to the OHSU President, an OHSU faculty member, staff member or student), OHSU shall include in its list of potential nominees recommended to the Governor to fill such vacancies Foundation Nominees representing at least two thirds (2/3rds) of all individuals included on such list of potential nominations unless the Foundation Board determines to provide less than such number of Foundation Nominees for a particular vacancy. A “**Foundation Nominee**” is an individual provided to OHSU by the Foundation Board (based on the determination of a majority of the then-current members of the Foundation Board and subject to the requirements of Section 1.3). For avoidance of doubt, OHSU shall be under no obligation after the Recommended Nominee Period to recommend to the Governor individuals to serve on the OHSU Board who are nominated by the Foundation Board or any other individual or entity.

1.2 “Vacancy” Defined. For purposes of Section 1.1, a “vacancy” in a Governor-appointed seat on the OHSU Board occurs only when (i) a current OHSU Board member is not eligible for reappointment because he or she has served two (2) full terms or is otherwise ineligible for reappointment under law; or (ii) the Governor declines to reappoint a current OHSU Board member; or (iii) a current OHSU Board member resigns or is no longer able to serve due to illness or death. For these purposes a “current OHSU Board member” means an OHSU Board member serving on the OHSU Board as of the date of determination.

1.3 Cooperation. While OHSU remains obligated, pursuant to Section 1.1, to recommend Foundation Board nominees to the Governor to fill OHSU Board vacancies, the Foundation Board and OHSU shall work cooperatively to identify Foundation Board nominees for the OHSU Board who will meet any criteria for appointment that the Governor indicates will be necessary or desired. The Parties shall work cooperatively to ensure that the nominees identified by the Foundation Board are independent from PacificSource’s interests in that such nominee does not then serve as a director, officer or employee of PacificSource or any of its subsidiaries. If appointed, each nominee shall be subject to all laws and regulations applicable to members of Oregon’s public bodies, including the Oregon Code of Ethics and shall have fiduciary obligations to OHSU and the people of the State of Oregon in the same manner as any other member of the OHSU Board.

1.4 Governor Not Bound. The Parties acknowledge that the Governor is not obligated to accept OHSU’s recommendations, so there is no guarantee that any of the nominees to the OHSU Board that are put forth by the Foundation Board pursuant to Section 1.1 will be appointed by the Governor to the OHSU Board.

1.5 OHSU Board Committees. The Parties acknowledge and agree that, as is the case for all OHSU Board members, any Foundation Board nominees who ultimately are appointed and confirmed to serve on the OHSU Board shall also serve on one or more OHSU Board committees, which may exist or be created from time to time.

2. HEALTH SYSTEM BOARD.

2.1 Delegation of Certain Authorities to the Health System Board.

2.1.1 The Parties acknowledge and agree that the Health System Board exists solely by virtue of the delegation by the OHSU Board to the President, and the further delegation by the President to the Health System Board, of authority with respect to professional staff privileging and quality assurance/performance improvement at all Health System divisions and licensed facilities (which shall include the entire combined Health System as of the Effective Time) and that such delegations may be revoked at any time. Notwithstanding the foregoing, OHSU represents and warrants that it is not aware of any present intention of the OHSU Board, or any members thereof, to revoke after Closing any authorities of the Health System Board set forth in this Agreement and in the Exhibits hereto.

2.1.2 In the event the authorities of the Health System Board are revoked within the earlier of, (a) six (6) years following the Closing; or (b) the date the Capital Commitment has been fully expended or earmarked, a new committee advisory to the OHSU Board (the “**OHSU Health System Committee**”) composed initially solely of appointees from the Foundation (other than the OHSU President, who shall serve on such committee ex-officio, without vote, and shall Chair such committee) shall be established at the time of such revocation and such committee shall have all of the rights and authorities of the Health System Board set forth in Sections 2.2.3 and 2.2.4 below (except for the provisions in Section 2.2.4 to the extent such provisions provide for access to all information reasonably appropriate for purposes of discharging the authorities set forth in Section 2.2.2).

2.1.3 In the event the OHSU Health System Committee is established, then in addition to the provisions of Sections 2.2.3 and 2.2.4 that apply to such committee pursuant to Section 2.1.2: (i) the provisions of Section 2.2.1 shall apply but all references in Section 2.2.1 (and in Exhibits A and B) to the “Health System Board” shall be deemed to be references to the “OHSU Health System Committee”; (ii) until the sixth (6th) anniversary following the Closing or the date the Capital Commitment is fully spent or fully earmarked for spending on specific projects, whichever is earlier (i.e., six (6) years, unless the Capital Commitment amount is fully spent or fully earmarked for spending on specific projects more quickly), the OHSU Health System Committee shall have six (6) voting members comprised solely of appointees from the Foundation (who need not be members of the OHSU Board), each of whom who may be appointed by the Foundation at its discretion and for whatever terms (and pursuant to whatever replacement processes) and for whatever positions (other than Chair) the Foundation may establish in its discretion; (iii) for avoidance of doubt, the provisions of Sections 2.2.5, 2.2.7, 2.2.8 and 2.2.10 shall not apply; and (iv) notwithstanding the provisions of clause (ii), above, and the inapplicability of Section 2.2.9, the OHSU Health System Committee appointees shall support the objectives of DEIB (as defined below) and shall incorporate those principles in the selection of the OHSU Health System Committee appointees.

2.1.4 The Parties acknowledge and agree that after the sixth (6th) anniversary following the Closing or the date the Capital Commitment is fully spent or fully earmarked for spending on specific projects, whichever is earlier (i.e., six (6) years, unless the Capital Commitment amount is fully spent or fully earmarked for spending on specific projects more quickly), the Bylaws and the Charter of the OHSU Health System Committee (if established) may be amended by the OHSU Board, and the composition, authorities and operations of the OHSU Health System Committee may change as a result, or the OHSU Health System Committee may be disbanded.

2.1.5 The Parties further acknowledge that neither the Health System Board nor the OHSU Health System Committee (if established) shall have any authority to act or bind OHSU as a public corporation and that the OHSU Board remains the public body of OHSU as a public corporation of the State of Oregon.

2.2 Reconstitution of Health System Board. Conditioned on, and upon, the Closing having occurred:

2.2.1 The Health System Board shall be reconstituted, and a new Health System Board Charter (the “**Charter**”), substantially in the form attached as Exhibit A, as well as new Health System Board Bylaws, substantially in the form attached as Exhibit B, shall become effective and shall govern the operation of the Health System Board. The Charter and Bylaws shall set forth the authorities of the Health System Board. The Charter and Bylaws may be amended by the OHSU Board but shall not be amended without the consent of the Health System Board until the earlier of (a) six (6) years following the Closing; or (b) the date the Capital Commitment has been fully expended or earmarked.

2.2.2 The reconstituted Health System Board shall have delegated governance authority solely over professional staff privileging and quality assurance/performance improvement at all Health System divisions and licensed facilities (which shall include the entire combined Health System as of the Effective Time).

2.2.3 The reconstituted Health System Board also shall make non-binding recommendations to the OHSU Board with respect to Health System strategy and proposed Health System expenditures (including expenditures of the Capital Commitment). The Health System Board shall present its recommendations on proposed Health System expenditures to the OHSU Board annually in a private meeting to the extent consistent with Oregon Public Meetings Law, prior to the adoption by the OHSU Board of the annual Health System budget. The Health System Board shall present its recommendations on strategy to the OHSU Board at regular intervals throughout the year in private meetings, to the extent consistent with Oregon Public Meetings Law.

2.2.4 The Health System Board shall hold regular meetings and have access to all information reasonably appropriate for purposes of discharging the authorities set forth in Section 2.2.2 and making the recommendations set forth in Section 2.2.3. The Health System Board also shall be invited to have representatives participate in and provide feedback to hiring panels tasked with hiring the Health System’s Chief Executive Officer (the “**CEO**”), and for any hiring of a CEO prior to the Closing Date, OHSU and Legacy Health shall follow the uncompleted portion of the process set forth at Exhibit C hereto.

2.2.5 The reconstituted Health System Board shall be comprised of eleven (11) members, six (6) of whom shall be appointed by a majority of the Board of Directors of Legacy Health no later than thirty (30) days prior to the anticipated Closing Date with such appointment effective upon the Closing (the “**Legacy Appointees**”) and five (5) of whom shall be appointed by the OHSU Board (the “**OHSU Appointees**”). The OHSU Appointees may include, without limitation, current members of the OHSU Board and shall include the OHSU President (ex-officio with vote).

2.2.6 The OHSU President shall be the Chair of the reconstituted Health System Board. A Vice-Chair of the reconstituted Health System Board shall be appointed by a majority of the members of the Health System Board.

2.2.7 Three (3) of the Legacy Appointees shall have initial terms of one (1) year and three (3) of the Legacy Appointees shall have initial terms of two (2) years. Of the OHSU

Appointees other than the OHSU President, two (2) shall have initial terms of one (1) year and two (2) shall have initial terms of two (2) years. No later than thirty (30) days prior to the anticipated Closing Date, Legacy Health shall provide OHSU with a list of the Legacy Appointees and the initial terms of each, and OHSU shall provide Legacy Health with a list of the OHSU Appointees and the initial terms of each (excluding the OHSU President). Following the initial terms, all Health System Board members other than the OHSU President shall have two (2) year terms. Health System Board members shall be eligible for reappointment and other than the OHSU President may serve a maximum of three (3) consecutive terms (except that the initial term shall not be counted toward that maximum for those Health System Board members who have an initial one (1) year term).

2.2.8 Following the expiration of each Legacy Appointee's initial term, or such Legacy Appointee's earlier death, resignation or permitted removal, the vacancy shall be filled by an individual identified and approved by a vote of the Legacy Appointees whose terms are not expiring. Following the expiration of each OHSU Appointee's initial term, or such OHSU Appointee's earlier death, resignation or permitted removal, the vacancy shall be filled by an individual identified and approved by a vote of the OHSU Appointees whose terms are not expiring. This process shall continue until the sixth (6th) anniversary following the Closing or the date the Capital Commitment is fully spent or fully earmarked for spending on specific projects, whichever is earlier (i.e., six (6) years, unless the Capital Commitment amount is fully spent or fully earmarked for spending on specific projects more quickly). At such time, any subsequent vacancies on the Health System Board shall be filled by a vote of the entire Health System Board (i.e., the Health System Board then shall become self-perpetuating).

2.2.9 The Parties support the objectives of diversity, equity, inclusion and belonging (“**DEIB**”) and each of OHSU and Legacy Health intend to incorporate these principles in the selection of their respective initial Health System Board appointees. The Parties intend that the Health System Board, once self-perpetuating, will continue to promote DEIB objectives in its selection of new Health System Board members (as well as ensuring that all new Health System Board members meet the qualifications for membership set forth in the Charter and/or Bylaws).

2.2.10 The Health System Board will have customary standing committees (the “**Committees**”), including a Nominating Committee (to identify potential new members), a Quality/Safety Committee and a Credentialing Committee. The composition and specific responsibilities and authorities of each Committee shall be as set forth in the Bylaws. The initial composition of each Committee shall be agreed upon by OHSU and Legacy Health no later than thirty (30) days prior to the anticipated Closing Date. The Parties agree that each Committee shall initially be comprised of an equal number of Legacy Health appointees and OHSU appointees.

2.3 Limitations on Health System Board Authority. All governance authority for the Health System not enumerated in Section 2.2.2 will reside with the OHSU Board (as the governing body for the Health System) or with the OHSU President through delegation from the OHSU Board. For avoidance of doubt, the reconstituted Health System Board shall not have any governance authority over (nor any role with respect to) the education, training or research activities of OHSU. Notwithstanding anything to the contrary set forth in this Agreement, the

Health System Board shall be entitled to and invited to give significant input to OHSU management and the OHSU Board with respect to their determination in areas of overlapping/competing objectives as to which joint ventures and business relationships to prioritize based upon the degree to which they are accretive to the combined Health System's overall objectives, without regard to whether Legacy Health or OHSU (or either of their respective subsidiaries) was the original party to such joint ventures and/or business relationships, as such rights of OHSU Management and the OHSU Board are set forth in Section 1.2. of the Combination Agreement.

2.4 OHSU Board Reserved Powers. Without limiting the provisions of Section 2.3, and subject to Sections 2.2.2 and 2.2.3, the OHSU Board directly shall have the following authorities with respect to the Health System: (a) the approval of all operating and capital budgets; (b) the adoption of all strategic plans; (c) amendments to the governance documents of OHSU (subject to OHSU's enabling legislation) or any subsidiary legal entity, or any change to the corporate purposes of OHSU (subject to OHSU's enabling legislation) or any subsidiary legal entity; (d) the right to appoint and remove the OHSU President; (e) the approval of new borrowings by any Health System entity; (f) the approval of any material acquisitions, divestitures or joint ventures; (g) the approval of any new lines of business or the discontinuation of then-current lines of business; (h) the creation of new subsidiaries; (i) any significant new affiliations and any dis-affiliations; (j) any decision to merge with or into another system; (k) any decision to dissolve a Health System legal entity or change its legal form or tax status; (l) the right to require Health System entities to participate in a range of centralized corporate services and programs; (m) except as set forth in this Agreement or in the Bylaws or Charter, any amendments to the Bylaws or Charter; (n) any other powers mandated by law; and (o) any other powers customary for the governing body of a health system and not delegated to the OHSU President or delegated pursuant to Section 2.2.2 to the Health System Board.

3. HEALTH SYSTEM MANAGEMENT.

3.1 Managerial Authority of OHSU President. The Parties acknowledge and agree that the OHSU President shall continue after the Closing to have managerial authority over all of OHSU and its tripartite missions of education, patient care and research, subject to the authority of the Health System Board with respect to certain matters as set forth in Section 2.2.2 and the recommendations of the Health System Board with respect to certain matters as set forth in Section 2.2.3, and subject to the oversight of the OHSU Board (and subject also to any authorities and constraints set forth in OHSU's enabling legislation). The Parties further acknowledge that the OHSU President can be replaced only by the OHSU Board.

3.2 Health System Chief Executive Officer. On and after the Effective Time, the Health System CEO will be an Executive Vice President of OHSU and will be appointed by the OHSU President. The CEO will have authority over the day-to-day operations of the entire Health System clinical enterprise, including all clinical divisions. The CEO will report to the OHSU President.

3.3 Health System Senior Vice Presidents. On and after the Effective Time, each of the Regional and Ambulatory Division and Portland Division of the Health System shall be led by a Senior Vice President for that division, who shall be appointed by the CEO, subject to the provisions of Section 3.4 and who shall report to the CEO.

3.4 Removal/Replacement of Senior Health System Executives. On and after the Effective Time, the OHSU President may replace the CEO, the Senior Vice Presidents and other Health System “C-Suite” executives at any time, subject to any contractual rights such executives may have. The CEO also may replace the Senior Vice Presidents and other non-CEO “C-Suite” executives at any time, subject to any contractual rights such executives may have.

4. DISPUTE RESOLUTION.

4.1 Disputes. In the event of any dispute between the Parties, the following process shall be followed. For purposes of the processes set forth in this Section 4.1 and in Section 4.2, following the Closing the Foundation shall have and exercise all rights, and be entitled to all benefits, of Legacy Health.

4.1.1 The Parties shall attempt in good faith to resolve any dispute within sixty (60) days of a 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 the Foundation’s Board with respect to Legacy Health), and shall include a clear written statement of the dispute. The Parties’ respective executives shall meet and use good faith efforts to resolve the matter.

4.1.2 If the Parties’ respective executives are unable to resolve a dispute within such sixty (60) day period, either Party may escalate the dispute to the full OHSU Board which shall attempt in good faith to work with OHSU management and the Legacy Health Board (or, after the Closing, the Foundation Board on behalf of Legacy Health) to resolve the dispute for an additional sixty (60) days.

4.1.3 If the OHSU Board is unable to resolve the dispute to the mutual satisfaction of OHSU and Legacy Health (or, after the Closing, the Foundation on behalf of Legacy Health) within such sixty (60) day period, either 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 Section 4.1.4 below.

4.1.4

4.1.4.1 ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTION 4.1.3 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.

4.1.4.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY LEGAL SUIT, ACTION OR PROCEEDING PURSUED BY A PARTY PURSUANT TO SECTIONS 4.1.3 AND 4.1.4.1 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 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

4.1.5 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 Legal Requirements with any governmental agency, bureau, commission or department.

4.2 Equitable Relief. 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, any 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 Section 4.1.

4.3 Exclusive Process and Remedies. THE PARTIES AGREE THAT THE PROCEDURES SET FORTH IN THIS ARTICLE 4 SHALL BE THE SOLE AND EXCLUSIVE PROCEDURES FOR RESOLVING DISPUTES ARISING UNDER THIS AGREEMENT.

5. EFFECTIVE TIME AND TERMINATION.

5.1 Effectiveness. The provisions of Articles 1 through 3 and Exhibits A and B of this Agreement are conditioned upon the Closing having occurred. The provisions of Articles 4 through 6 of this Agreement are effective as of the Execution Date.

5.2 Termination. This Agreement shall terminate immediately and automatically upon the termination of the Combination Agreement for any reason.

5.3 Survival. In the event of termination of this Agreement for any reason, the following provisions shall survive: Section 5.3 and Sections 6.1 through 6.10.

6. MISCELLANEOUS.

6.1 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.

6.2 Assignment. Subject to any provisions herein to the contrary, 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. For purposes of granting or withholding consent to assignment under this Section 6.2, following the Closing the Foundation shall have and exercise all rights, and be entitled to all benefits, of Legacy Health under this Agreement.

6.3 Confidentiality.

6.3.1 Notwithstanding anything herein to the contrary, the Parties acknowledge that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192), and any information given by a Party to OHSU, including, without limitation, the terms and conditions of this Agreement is a public record and may be subject to disclosure under the Oregon Public Records Law. Subject to the forgoing, each Party shall hold, and shall use its commercially reasonable efforts to cause its Affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence from any Person, unless (a) such disclosure is mandated by Legal Requirements, or (b) disclosed in an action or proceeding brought by a Party in pursuit of its rights or in the exercise of its remedies hereby, all documents and information concerning any other Party or any of its Affiliates (collectively, "**Confidential Information**") furnished to it by such other Party or such other Party's officers, directors and agents in connection with this Agreement or the Transactions, except 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; provided, however, that following the

Closing the foregoing restrictions shall not apply to OHSU's or any of its Affiliates' use of Confidential Information concerning the Legacy Health Entities (noting that the Foundation shall not be a Legacy Health Entity) furnished by or on behalf of the Legacy Health Entities (noting that the Foundation shall not be a Legacy Health Entity). For avoidance of doubt, the Parties acknowledge and agree that all Confidential Information of a Party constitutes sensitive business records of that Party and, moreover, this Agreement is a sensitive business record of each Party and therefore shall be deemed to be Confidential Information of each Party. If a Party receives a request, pursuant to any Legal Requirements, 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. In the event the Transactions are not consummated, upon the request of any other Party, each Party shall, and shall cause its Affiliates, promptly (and in no event later than five (5) days after such request) to redeliver or cause to be redelivered all copies of Confidential Information furnished by the requesting Party in connection with this Agreement or the Transactions and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon prepared by the Party that was furnished such Confidential Information or its officers, directors and agents; provided, however, that any of the foregoing Confidential Information may be retained (x) by any Party as necessary or appropriate to satisfy any applicable Legal Requirement; or (y) in the files of any Party's outside counsel as long as such Confidential Information is restricted from access by such Party (other than the outside counsel), provided, that such Party may have access to these documents in the case of any dispute between the Parties regarding the enforcement of any provision of this Agreement; and (z) in an archived computer system backup in accordance with such Party's security and/or disaster recovery procedures, and such Party may retain one copy of all Confidential Information prepared for archival or record retention purposes; and provided, further, that in each case under clauses (x), (y) and/or (z), such Confidential Information shall continue to be subject to the confidentiality terms of this Agreement, including those set forth in this Section 6.3. Notwithstanding the redelivery or destruction of Confidential Information, the Party originally receiving such Confidential Information shall continue to be bound by its obligations of confidentiality under this Agreement, including those set forth in this Section 6.3.

6.4 Waiver of Breach. 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. For purposes of this Section 6.4, following the Closing the Foundation shall have and exercise all rights, and be entitled to all benefits, of Legacy Health under this Agreement.

6.5 Notice. 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 Party on

the earliest of the date (a) of delivery when personally delivered or delivered by e-mail or facsimile (with confirmation of delivery by facsimile), (b) three (3) business days after such notice is sent by registered U.S. mail, return receipt requested and (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 the appropriate address below:

OHSU: Oregon Health & Science University
Mail code: L585
3181 SW Sam Jackson Park Road
Portland, Oregon 97239
Attn: General Counsel
Email: legal@ohsu.edu
Fax: 503-494-0917

With a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
390 Madison Avenue
New York, NY 10017
Attn: Jeffrey Schneider
Email: jeff.schneider@hoganlovells.com
Fax: 212-918-3100

Legacy Health: Legacy Health
1919 NW Lovejoy Street
Portland, OR 97209
Attn: Craig R. Armstrong, Chief Legal Officer
E-mail: crrarmst@lhs.org

With a copy (which shall not constitute notice) to:

Reed Smith LLP
Three Logan Square
1717 Arch Street
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Attn: Peter M. Ellis, Jonathan P. Moyer and Karl A.
Thallner
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and kthallner@reedsmith.com
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or to such other address or addresses, and to the attention of such other person(s) or officer(s), as a Party may designate.

6.6 Severability. If either (i) a court of competent jurisdiction holds that any material provision or requirement of this Agreement violates any applicable Legal Requirement; or (ii) a Government Entity with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates Legal Requirements over which such Government Entity has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (a) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (b) the remaining provisions hereof that reasonably can be given effect apart from the invalidated provision shall remain in full force and effect and shall not be affected by the severable provision; and (c) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. For purposes of subpart (c) in the immediately preceding sentence, following the Closing the Foundation shall have and exercise all rights, and be entitled to all benefits, of Legacy Health under this Agreement.

6.7 Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

6.8 Third-Party Beneficiaries and Foundation Enforcement Rights.

6.8.1 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.

6.8.2 The Parties hereby expressly acknowledge and agree, and shall be deemed to have acknowledged and agreed, that, notwithstanding anything to the contrary set forth in this Agreement:

6.8.2.1 Following the Closing, the Foundation shall be an express third-party beneficiary of, and pursuant to, this Agreement with full right and authority (i) to enforce all of its rights pursuant to the terms and provisions of this Agreement, (ii) to enforce all of the rights of Legacy Health pursuant to the terms and provisions of this Agreement. 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 the Foundation’s rights and standing pursuant to this Section 6.8.2. Following the Closing, the Foundation shall have all rights and status as an express donee beneficiary and express creditor beneficiary (as applicable) pursuant to Oregon Law, and shall not be regarded merely as an incidental beneficiary pursuant to Oregon law.

6.8.2.2 Without limiting the foregoing, on and after the Closing Date,

(a) The Foundation shall have standing and shall have the exclusive and continuing right to enforce performance by OHSU and its Affiliates of all of

OHSU's covenants, obligations and other agreements set forth in this Agreement and the documents contemplated hereunder on behalf of Legacy Health without the need for Legacy Health any other Affiliate of OHSU to be a party to such action.

(b) The Foundation shall have and may exercise all rights of Legacy Health pursuant Article 4 and shall be subject to all Legacy Health obligations, as well as the processes, set forth in Article 4.

(c) For all reports made to or by OHA that address OHSU's compliance with its obligations pursuant to this Agreement, OHSU shall promptly, and in no event more than 5 days, after such report is made, provide the Foundation copies of and access to all such reports. Promptly upon, and in no event more than 5 days after request from the Foundation, OHSU will provide the Foundation any other existing public records reasonably appropriate for purposes of addressing OHSU's compliance with its obligations pursuant to this Agreement. The Parties and the Foundation will work in good faith to develop and implement mechanisms for information sharing and notices between the Foundation and OHSU for purposes of addressing OHSU's compliance with its obligations pursuant to this Agreement.

6.9 Entire Agreement/Amendment/Order of Precedence. This Agreement, including all Exhibits attached hereto, supersedes all previous contracts or understandings (including any offers, letters of intent, proposals or letters of understanding among the Parties) and constitutes the entire agreement among the Parties regarding the matters addressed herein. As among the Parties, no oral statements or prior written material not specifically incorporated or referenced herein shall be of any force and effect. The Parties acknowledge and agree that this Agreement is intended to be consistent with the provisions of the Combination Agreement and the Schedules and Exhibits thereto. However, notwithstanding the foregoing, with respect to the specific matters addressed herein, in the event of any inconsistency between the provisions of this Agreement and the Exhibits hereto, on one hand, and the provisions of the Combination Agreement and the Exhibits and Schedules thereto on the other hand, the provisions of this Agreement and the Exhibits hereto shall control. The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties are relying solely upon the representations, warranties, covenants and agreements contained in this Agreement and no others unless expressly referenced herein. All prior representations, warranties, covenants or agreements (other than the Combination Agreement and the Exhibits and Schedules thereto), whether written or oral, not expressly incorporated or referenced herein are superseded. No changes in, amendments of, or additions to this Agreement shall be recognized unless and until made in writing and signed by all Parties. For purposes of the immediately preceding sentence, following the Closing the Foundation shall have and exercise all rights, and be entitled to all benefits, of Legacy Health under this Agreement.

6.10 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.

6.11 Interpretation. For purposes of this Agreement, unless otherwise specified:

6.11.1 when a reference is made in this Agreement to a Section, Exhibit, Schedule, Recital or Preamble, such reference is to a Section, Exhibit, Schedule, Recital or Preamble of or to this Agreement unless otherwise indicated;

6.11.2 the words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

6.11.3 the terms defined in the singular herein shall have a comparable meaning when used in the plural, and vice versa;

6.11.4 words of one gender include the other gender;

6.11.5 references herein to “days” are to consecutive calendar days unless otherwise specified;

6.11.6 references to a Person are also to its successor and permitted assigns;

6.11.7 “will” means “shall” and vice versa, without distinction;

6.11.8 the term “dollars” and “\$” means United States dollars; and

6.11.9 the word “including” means “including without limitation” and the words “include” and “includes” have corresponding meanings.

SIGNATURE PAGE FOLLOWS

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

**OREGON HEALTH & SCIENCE
UNIVERSITY**

By: Danny O. Jacobs

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

Title: President

(Signature Page to Governance Matters Agreement)

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

LEGACY HEALTH

By: Anna Loomis

Name: Anna Loomis

Title: Interim CEO

(Signature Page to Governance Matters Agreement)

EXHIBIT A

Health System Board Charter

see attached.

UNIVERSITY HEALTH SYSTEM BOARD CHARTER

Effective Date: _____, 2025

No: _____

PREAMBLE

The Board of Directors of Oregon Health & Science University (“OHSU Board”) is the governing body for Oregon Health & Science University (“OHSU”), including the following OHSU units: OHSU Hospital, Doernbecher Children’s Hospital, all OHSU ambulatory care practices (including primary and specialty care), Legacy Health and each of its subsidiaries and joint venture interests, the OHSU Practice Plan, the Joseph B. Trainer Health & Wellness Center and those units within the OHSU School of Nursing and the OHSU School of Dentistry involved in the delivery of clinical care (collectively, “OHSU Health System”). The OHSU Board has appointed the OHSU President to act on its behalf for the purposes of ensuring (i) high quality and safety in all clinical activities of the OHSU Health System (“Clinical Activities”), and (ii) compliance with all applicable Regulatory Requirements (defined below), including certain Regulatory Requirements that are required to be performed by a hospital governing body. As used in these bylaws, “Regulatory Requirements” means all applicable rules and regulations related to licensing or accreditation and issued by various regulatory agencies and associated commissions, including Centers for Medicare & Medicaid Services and the Oregon Health Authority.

UNIVERSITY HEALTH SYSTEM BOARD ROLE, DUTIES AND RESPONSIBILITIES

1. The OHSU President, in turn, has delegated to the University Health System Board (“UHSB”) the responsibility for overseeing professional staff privileging and quality assurance/performance improvement at all licensed facilities that conduct Clinical Activities as part of the OHSU Health System. Specifically:
 - a. The UHSB shall oversee credentialing and privileging for Clinical Activities and serve as the credentialing and privileging body for practitioners involved in Clinical Activities, which includes granting, denying, limiting or restricting clinical privileges and approving or denying appointments to licensed professional staff of the facilities that conduct Clinical Activities as part of the OHSU Health System (the “Professional Staff”). The authorities of the UHSB set forth in this Section 1.a shall be exercised in a manner consistent with (and subject to the provisions of) the professional staff bylaws of each licensed facility that comprise part of the OHSU Health System.
 - b. The UHSB shall oversee and coordinate clinical and operational process improvement activities for all Clinical Activities. In this role, the UHSB will receive reports, make recommendations or decisions, as appropriate, and ensure follow-up on these reports. All OHSU Health System clinical functions shall report to the UHSB for such purpose.
 - c. The UHSB shall have access to all information from the clinical

components/functions of the OHSU Health System reasonably appropriate for purposes of discharging the authorities set forth in this Section 1.

2. In addition, the UHSB shall make non-binding recommendations to the OHSU Board with respect to OHSU Health System strategy and proposed OHSU Health System expenditures (including expenditures of the Capital Commitment, as defined in that certain System Combination Agreement by and between OHSU and Legacy Health, dated ____, 2024 (as amended, restated, supplemented or otherwise modified, the “SCA”)).
 - a. To the extent the UHSB’s recommendations relate to sensitive business, financial or commercial matters of OHSU not customarily provided to competitors related to financings, mergers, acquisitions or joint ventures or related to the sale or other disposition of, or substantial change in use of, significant real or personal property, or related to health system strategies, the UHSB shall present its recommendations on proposed OHSU Health System expenditures to the OHSU Board annually in a private meeting to the extent consistent with Oregon Public Meetings Law, prior to the adoption by the OHSU Board of the annual OHSU Health System budget. To the extent the UHSB’s recommendations do not relate to sensitive business, financial or commercial matters of OHSU not customarily provided to competitors related to financings, mergers, acquisitions or joint ventures or related to the sale or other disposition of, or substantial change in use of, significant real or personal property, or related to health system strategies, the UHSB shall present its recommendations on proposed OHSU Health System expenditures to the OHSU Board annually in a public meeting to the extent consistent with Oregon Public Meetings Law, prior to the adoption by the OHSU Board of the annual OHSU Health System budget.
 - b. When making recommendations to the OHSU Board on proposed OHSU Health System expenditures (including with respect to the Capital Commitment), the UHSB will consider four critical OHSU goals (maintaining and improving quality, access and equity, and controlling costs).
 - c. The UHSB shall present its recommendations on health system strategies to the OHSU Board at regular intervals throughout the year (i) in private meetings, to the extent such recommendations relate to sensitive business, financial or commercial matters of the University not customarily provided to competitors and consistent with Oregon Public Meetings Law, or (ii) in public meetings for any matters not provide for in the prior subsection (i).
 - d. For avoidance of doubt, the UHSB shall be entitled to and invited to give significant input to OHSU management and the OHSU Board with respect to their determination in areas of overlapping/competing objectives as to which joint ventures and business relationships to prioritize based upon the degree to which

they are accretive to the OHSU Health System’s overall objectives.

- e. The UHSB shall have access to all information of the OHSU Health System reasonably appropriate for purposes of making recommendations on proposed OHSU Health System expenditures and strategy, and providing input as to which joint ventures and business relationships to prioritize.

LIMITATIONS

1. All governance authority for the OHSU Health System not enumerated above under “University Health System Board Role, Duties And Responsibilities” will reside with the OHSU Board (as the governing body for the OHSU Health System) or with the OHSU President through delegation from the OHSU Board. For avoidance of doubt, the reconstituted UHSB shall not have any governance authority over (nor any role with respect to) the education, training or research activities of OHSU.
2. Without limiting the provisions of Section 1, immediately above, the OHSU Board directly shall have the following authorities with respect to the OHSU Health System: (a) the approval of all operating and capital budgets; (b) the adoption of all strategic plans; (c) amendments to the governance documents of OHSU (subject to OHSU’s enabling legislation) or any subsidiary legal entity, or any change to the corporate purposes of OHSU (subject to OHSU’s enabling legislation) or any subsidiary legal entity; (d) the right to appoint and remove the OHSU President; (e) the approval of new borrowings by any OHSU Health System legal entity; (f) the approval of any material acquisitions, divestitures or joint ventures; (g) the approval of any new lines of business or the discontinuation of then-current lines of business; (h) the creation of new subsidiaries; (i) any significant new affiliations and any dis-affiliations; (j) any decision to merge with or into another system; (k) any decision to dissolve an OHSU Health System legal entity or change its legal form or tax status; (l) the right to require OHSU Health System entities to participate in a range of centralized corporate services and programs; (m) except as set forth in the Governance Matters Agreement between OHSU and Legacy Health, as amended, restated, supplemented or otherwise modified, dated ____, 2024, or in the Bylaws or this Charter, any amendments to the Bylaws or Charter; (n) any other powers mandated by law; and (o) any other powers customary for the governing body of a health system and not delegated to the OHSU President or expressly delegated pursuant to this Charter to the UHSB.

AMENDMENTS

This Charter may be amended by the OHSU Board but shall not be amended without the consent of the majority of all members of the UHSB until the earlier of (a) six (6) years following the Closing (as defined in the SCA); or (b) the date the Capital Commitment has been fully expended or earmarked.

EXHIBIT B

Health System Board Bylaws

see attached.

UNIVERSITY HEALTH SYSTEM BOARD BYLAWS

Effective Date: _____, 2025

No: _____

PREAMBLE

The Board of Directors of Oregon Health & Science University (“OHSU Board”) is the governing body for Oregon Health & Science University (“OHSU”), including the following OHSU units: OHSU Hospital, Doernbecher Children’s Hospital, all OHSU ambulatory care practices (including primary and specialty care), Legacy Health and each of its subsidiaries and joint venture interests, the OHSU Practice Plan, the Joseph B. Trainer Health & Wellness Center and those units within the OHSU School of Nursing and the OHSU School of Dentistry involved in the delivery of clinical care (collectively, “OHSU Health System”). The OHSU Board has appointed the OHSU President to act on its behalf for the purposes of ensuring (i) high quality and safety in all clinical activities of the OHSU Health System (“Clinical Activities”), and (ii) compliance with all applicable Regulatory Requirements (defined below), including certain Regulatory Requirements that are required to be performed by a hospital governing body. As used in these bylaws, “Regulatory Requirements” means all applicable rules and regulations related to licensing or accreditation and issued by various regulatory agencies and associated commissions, including Centers for Medicare & Medicaid Services and the Oregon Health Authority.

UNIVERSITY HEALTH SYSTEM BOARD

The OHSU President has delegated to the University Health System Board (“UHSB”) certain of the responsibilities and authorities set forth in the above Preamble, in each case described in (and subject to the limitations set forth in) the UHSB Charter.

INITIAL COMPOSITION

1. The UHSB initially shall be comprised of eleven (11) members, six (6) of whom shall be appointed by a majority of the Board of Directors of Legacy Health no later than thirty (30) days prior to the anticipated Closing Date (as defined in that certain System Combination Agreement by and between OHSU and Legacy Health, dated ____, 2024 (as amended, restated, supplemented or otherwise modified, the “SCA”)), with such appointment effective upon the Closing Date (the “Legacy Appointees”) and five (5) of whom shall be appointed by the OHSU Board, with such appointment effective upon the Closing Date (the “OHSU Appointees”).
2. The OHSU Appointees may include, without limitation, current members of the OHSU Board and shall include the OHSU President (ex-officio with vote).
3. The OHSU President shall be the Chair of the UHSB. A Vice-Chair of the UHSB shall be appointed by a majority of the members of the UHSB.

TERMS AND TRANSITION TO SELF-PERPETUATING BOARD

1. Three (3) of the Legacy Appointees shall have initial terms of one (1) year and three (3) of the Legacy Appointees shall have initial terms of two (2) years. Of the OHSU Appointees other than the OHSU President, two (2) shall have initial terms of one (1) year and two (2) shall have initial terms of two (2) years. No later than thirty (30) days prior to the anticipated Closing Date, Legacy Health shall provide OHSU with a list of the Legacy Appointees and the initial terms of each, and OHSU shall provide Legacy Health with a list of the OHSU Appointees and the initial terms of each (excluding the OHSU President).
2. Following the initial terms, all UHSB members other than the OHSU President shall have two (2) year terms. UHSB members shall be eligible for reappointment and, other than the OHSU President, may serve a maximum of three (3) consecutive terms (except that the initial term shall not be counted toward that maximum for those UHSB members who have an initial one (1) year term).
3. Any Legacy Appointee may be replaced by the entity previously named Legacy Health Foundation, an Oregon nonprofit corporation, or any successor thereto (acting on behalf of Legacy Health) at any time and for any reason after the Closing Date until the time that the UHSB becomes self-perpetuating (as described below). Similarly, any OHSU Appointee (other than the OHSU President) may be replaced by the OHSU Board at any time and for any reason after the Closing Date until the time that the UHSB becomes self-perpetuating.
4. Following the expiration of each Legacy Appointee's initial term, or such Legacy Appointee's earlier death, resignation or permitted removal, the vacancy shall be filled by an individual identified and approved by a vote of the Legacy Appointees whose terms are not expiring. Following the expiration of each OHSU Appointee's initial term, or such OHSU Appointee's earlier death, resignation or permitted removal, the vacancy shall be filled by an individual identified and approved by a vote of the OHSU Appointees whose terms are not expiring. This process shall continue until the sixth (6th) anniversary following the Closing Date or the date the Capital Commitment (as defined in the SCA) is fully spent or fully earmarked for spending on specific projects, whichever is earlier (i.e., six (6) years, unless the Capital Commitment amount is fully spent or fully earmarked for spending on specific projects more quickly).
5. After the sixth (6th) anniversary following the Closing Date or the date the Capital Commitment is fully spent or fully earmarked for spending on specific projects, whichever earlier occurs, any subsequent vacancies on the UHSB (other than the OHSU President) shall be filled by a vote of the entire UHSB (i.e., the UHSB then shall become self-perpetuating).

QUALIFICATIONS/COMMITMENT TO DEIB

1. The UHSB shall support the OHSU Health System's objectives of diversity, equity, inclusion and belonging ("DEIB") and each of OHSU and Legacy Health acknowledge their intent to incorporate these principles in the selection of their respective initial UHSB appointees. Once self-perpetuating, the UHSB will continue to promote DEIB objectives in its selection of new members.
2. Without limiting the generality of Section 1, each of Legacy Health and OHSU, when exercising their discretion to select initial appointees to the UHSB, shall endeavor to select appointees such that the UHSB is diverse with respect to competencies, demographics, experience, perspectives and other matters. Similarly, once self-perpetuating, the UHSB shall continue to appoint individuals who reflect such diversity. Factors to be considered include but are not limited to age, ethnicity, educational experience, work experience and governance experience, as well as varied experience with health care operations, finances, fundraising, staffing, quality, reimbursement, compliance, community outreach, health equity and information technology, among other things. During the initial period (i.e., prior to the UHSB becoming self-perpetuating), OHSU and Legacy Health will consult with one another in connection with making their respective appointments to the UHSB in order to endeavor to achieve the desired diversity.

MEETINGS

1. The UHSB shall meet no less often than four (4) times per year. The meeting schedule will be established by the UHSB. However, special meetings may be called by the Chair, or upon the written request of three (3) or more UHSB members, the Chair shall call a special meeting of the UHSB.
2. On invitation of the UHSB Chair or any three (3) or more UHSB members, additional individuals may be invited to attend UHSB meetings as non-voting staff. The UHSB will be staffed by OHSU Healthcare Administration.

QUORUM AND VOTING

1. Attendance at a meeting by a majority of the voting members of the UHSB shall constitute a quorum, provided that during the initial period (i.e., prior to the time that the UHSB becomes self-perpetuating), a quorum shall also require the attendance of at least five (5) members appointed by Legacy Health.
2. The presence and the affirmative vote of a majority of the UHSB members at any meeting at which a quorum is present shall be required for action by the UHSB.

3. In the event a UHSB member is unable to attend a meeting, the member may vote electronically in advance of the meeting or by proxy by designating in writing another UHSB member to vote on the absent member's behalf. The written designation shall be provided to the Chair of the UHSB or his or her designee electronically in advance of the meeting and must clearly outline whether the proxy has authority to vote on all matters or particular matters. A member who chooses to vote by proxy or vote electronically in advance of the meeting shall be counted towards the quorum necessary to vote on the matter(s) specified by the absent board member.

COMMITTEES

1. The UHSB will have customary standing committees (the "Committees"), including a Nominating Committee, a Quality/Safety Committee and a Credentialing Committee.
2. Each committee shall be comprised of such number of voting members as the UHSB may determine from time to time; provided, that no committee shall have fewer than two (2) voting members.
 - a. The terms of each committee member shall be one (1) year, and each committee member may serve up to three (3) consecutive terms.
 - b. During the initial period, when the UHSB is comprised six (6) members appointed by a majority of the Board of Directors of Legacy Health and five (5) members appointed by the OHSU Board, the UHSB shall appoint the members of each committee, subject to the following: (a) each committee shall be comprised of an equal number of Legacy Health appointees and OHSU appointees; (b) the Chair of the UHSB shall appoint the Chair of each committee from among the members of the committee selected by the UHSB; (c) the Chair of at least one (1) committee shall at all times during the initial period be a Legacy Health appointee and the Chair of at least one (1) committee shall at all times during the initial period be an OHSU appointee; (d) in the event of a tie vote on any matter that comes to a vote at any committee, the vote of the Chair of the committee shall be deemed to be the tie-breaking vote.
 - c. Once the UHSB is self-perpetuating, UHSB shall appoint the members of each committee, subject to the following: (a) the Chair of the UHSB shall appoint the Chair of each committee from among the members of the committee selected by the UHSB; and (b) in the event of a tie vote on any matter that comes to a vote at any committee, the vote of the Chair of the committee shall be deemed to be the tie-breaking vote.
 - d. Attendance at a meeting by a majority of members of any committee shall constitute a quorum, provided that during the initial period (i.e., prior to the time that the UHSB becomes self-perpetuating), a quorum shall also require the attendance of at least one (1) member appointed by Legacy Health and at least one (1) member appointed by OHSU.

3. The charge of the Nominating Committee shall be to select a slate of nominees for any vacant seats on the UHSB, in each case subject to the goals and qualifications set forth above under “QUALIFICATIONS/COMMITMENT TO DEIB.”
 - a. During the initial period, when the UHSB is comprised of six (6) members appointed by a majority of the Board of Directors of Legacy Health and five (5) members appointed by the OHSU Board, neither the Board of Directors of Legacy Health nor the OHSU Board shall be obligated to follow the recommendations of the Nominating Committee when making their respective UHSB appointments.
 - b. Once the UHSB transitions to a self-perpetuating Board, all non-ex-officio appointments to the UHSB shall be made by the UHSB from the slate of nominees presented by the Nominating Committee. The Nominating Committee shall in all cases present a slate of nominees that includes at least two (2) more individuals than the number of vacant UHSB seats to be filled.
4. The charge of the Quality/Safety Committee shall be to consider and make recommendations to OHSU management and the OHSU Board on any matters concerning quality of care and patient safety involving Clinical Activities of the OHSU Health System. This includes, without limitation: (a) reviewing, annually reappraising, and making recommendations to the Board regarding the Quality Assurance Plan and Performance Improvement Plans of the OHSU Health System and/or its component clinical facilities; (b) reviewing and considering reports as may be appropriate relating to the ongoing quality assurance and performance improvement processes, and overseeing the reporting systems that the OHSU Health System has in place to provide reasonable assurance that it delivers quality and safe medical care; (c) receiving and reviewing safety management reports and recommending corrective action where appropriate to promote a safe environment for patients, personnel, and visitors to the OHSU Health System’s licensed healthcare facilities and other OHSU System care sites; and (d) monitoring the incident reporting system of the OHSU Health System’s licensed healthcare facilities, developing processes to reduce actual or potential risks, and providing recommendations to the OHSU Board for action relating to risk management.
5. The charge of the Credentialing Committee shall be to provide recommendations to the UHSB regarding the oversight of credentialing and privileging for Clinical Activities, including recommendations for modifications to any credentialing and/or privileging processes.
 - a. To expedite initial appointments to the Professional Staffs of the OHSU Health System’s licensed healthcare facilities, reappointments to the Professional Staffs and the granting, renewal or modification of clinical privileges, the UHSB hereby delegates the authority to render those decisions to the Credentialing Committee.
 - b. The authorities of the UHSB and the Credentialing Committee set forth in the UHSB Charter and this Section 4 shall be exercised in a manner consistent with (and subject to the provisions

of) the professional staff bylaws of each licensed facility that comprise part of the Clinical Activities. The Credentials Committee from time to time may make recommendations to the UHSB, and the UHSB may in turn make recommendations to the OHSU Board, regarding proposed changes to any OHSU Health System Professional Staff Bylaws.

- c. To further expedite the activities described in Section 5(a), the UHSB or the Credentialing Committee may, in their respective discretion, subdelegate to OHSU management personnel the processing of applications for initial, renewal and modified Professional Staff appointments and privileges, as well as the responsibility to make recommendations regarding such applications. In the event of any such subdelegation, OHSU management personnel processing such applications shall report their recommendations (and provide all related work product or summaries of same) to the Credentialing Committee. The Credentialing Committee, in turn, may accept, reject or modify such recommendations before itself making recommendations regarding such applications to the UHSB.

CONFIDENTIALITY AND CONFLICTS OF INTEREST

All members of the UHSB have such fiduciary duties as are provided for by applicable law and must act for the benefit of the OHSU Health System as provided for by such applicable law.

Members of the UHSB and its committees shall disclose to the Chair of the UHSB any situation wherein such member has a conflict of interest that could possibly cause that member to act in other than the best interest of the OHSU Health System. In any such situation, the member shall abstain from acquiring any information developed by the OHSU Health System and from participating in any discussion or voting related to such situation. Upon a finding by a majority of the UHSB members that a member has a conflict as to a particular matter before the UHSB, the UHSB members may vote to require that such member abstain from voting on the matter.

All members of the UHSB and its committees shall keep confidential all sensitive information of every kind including the strategic goals of departments or divisions within the OHSU Health System to the extent permitted by law. Members of the UHSB and its committees shall abide by all confidentiality and conflict of interest policies and programs adopted by OHSU from time to time.

AMENDMENT

These Bylaws may be amended by the OHSU Board but shall not be amended without the consent of the majority of all members of the UHSB until the earlier of (a) six (6) years following the Closing Date; or (b) the date the Capital Commitment has been fully expended or earmarked.

EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]