

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LEGACY HEALTH  
AND  
LEGACY HEALTH FOUNDATION**

This Memorandum of Understanding (“**MOU**”) is made as of May 30, 2024 and sets forth certain understandings and agreements between Legacy Health (“**Legacy**”) and Legacy Health Foundation (the “**Foundation**”) (each a “**Party**,” and together, the “**Parties**”).

**Background:**

Legacy is an Oregon nonprofit public benefit corporation that is exempt from federal income tax pursuant to Section 501(c)(3) and is a public charity (i.e., not a private foundation) described in 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 income tax pursuant to Section 501(c)(3) of the Code, and is a public charity (i.e., not a private foundation) described in Sections 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.

The Parties work together to further their shared missions. Legacy is the sole member of the Foundation. Legacy provides administrative support at no cost to the Foundation. The Foundation raises not only community awareness of Legacy, but also funds to support the work done by Legacy.

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 would 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 will be documented pursuant to one or more definitive agreements between Legacy and OHSU (the “**Definitive Agreements**”). The mutual intent of this System Combination is to deliver high quality health care services to the communities Legacy and OHSU serve, and to allow Legacy and OHSU to enhance and achieve their shared mission and vision.

In connection with the System Combination, Legacy and OHSU have agreed to dedicate assets to health equity and access by transferring Legacy’s net cash and also its member interest in PacificSource, a taxable Oregon nonprofit corporation (“**PacificSource**”) to an independent charitable foundation (the “**Grant**”) at the closing of the System Combination (the “**Closing**”). Because of the shared history and mission and mutually supportive relationship between Legacy and the Foundation, the Legacy Board of Directors would like the Foundation to be the recipient of the assets transferred at Closing in connection with the Grant and after the Reconfiguration (defined below).

In connection with the Grant, the Foundation will need to be reconfigured to an independent organization (the “**Reconfiguration**”). Legacy and the Foundation are enthusiastic about the potential of a reconfigured charitable foundation. In connection with the Reconfiguration, the Parties anticipate that the Foundation would change from a fundraising charity to a grantmaking foundation, while remaining constant in its support of the health and well-being of the community. The Parties intend that after the Closing, this independent, reconfigured foundation will be the legacy of Legacy Health.

### **Timeline:**

The Parties understand the timing of the Reconfiguration and the Grant is dependent on the timing of the System Combination. The Parties anticipate the following rough timeline related to the Reconfiguration and the Grant, with each phase contingent on the successful completion of the prior phase:

<p><b>Phase 1</b> (Spring – Summer 2024)</p>	<ul style="list-style-type: none"> <li>• Finalize MOU between Legacy and the Foundation</li> <li>• Legacy and OHSU sign Definitive Agreements</li> <li>• The Foundation completes due diligence regarding PacificSource and the Grant</li> </ul>
<p><b>Phase 2</b> (2024)</p>	<ul style="list-style-type: none"> <li>• In collaboration, Legacy and the Foundation draft a plan to implement the Foundation’s new mission and vision and use Grant funds to further health equity and access after the Reconfiguration.</li> <li>• Legacy and OHSU seek various approvals, consents, and waivers needed for the System Combination</li> <li>• Legacy and the Foundation seek various approvals, consents and waivers needed for the transfer of Legacy’s member interest in PacificSource to the Foundation, if applicable (see Grant Terms, Section C below)</li> </ul>
<p><b>Phase 3</b> (Late 2024- Early 2025)</p>	<ul style="list-style-type: none"> <li>• The Foundation adopts restated articles of incorporation and bylaws and elects a board of directors</li> <li>• Legacy and the Foundation sign the Grant Agreement (defined below)</li> <li>• Closing of OHSU – Legacy System Combination</li> <li>• Grant of assets to the Foundation</li> </ul>
<p><b>Phase 4</b> (Spring 2025)</p>	<ul style="list-style-type: none"> <li>• The Foundation, now a grantmaking foundation, begins its new chapter with additional assets, a new name, and reconfigured structure and board</li> </ul>

## **Grant Terms:**

The Parties understand the Grant is contingent upon the Closing of the System Combination, which requires governmental approvals and satisfaction or waiver of Closing conditions. The Grant would be made pursuant to the terms of a Grant Agreement between Legacy and the Foundation in a form substantially similar to that attached hereto as Exhibit A-1 or Exhibit A-2 (the “**Grant Agreement**”). The Grant Agreement will provide for the following terms related to the vision, mission, and governance of the Foundation, as more specifically detailed in the Grant Agreement:

### **A. Governance**

- Timed to synchronize with Closing, the Foundation will adopt revised and restated articles of incorporation and bylaws in a form substantially similar to those attached hereto as Exhibits B and C. As part of the Reconfiguration, these revised governing documents will make the Foundation independent from Legacy and OHSU.
- Through the revised and restated articles of incorporation and bylaws, the Foundation will adopt a new name that is approved by Legacy and does not include the word “Legacy.”
- The Parties will work collaboratively to evaluate the composition and characteristics of a reconfigured Foundation board that would effectively provide continuity of combined leadership, experience, and expertise from both Parties. The composition of the Foundation board at Closing will be as reflected in Attachment 6 to the Grant Agreement.

### **B. Mission, Vision, and Values of the Foundation**

- The Foundation’s vision shall be for every member of our community to achieve their highest possible quality of health.
- The Foundation’s mission shall be to create a legacy of generational health and well-being through purposeful and impactful investments.

### **C. The Grant**

- *Grant Assets:* The Grant will consist of (i) an amount of cash to be determined at Closing based on a calculation described in the Definitive Agreements and (ii) the PacificSource Asset. The PacificSource Asset shall consist of *either* (i) the transfer to the Foundation of Legacy’s 50% member interest in PacificSource (the “**PacificSource Interest**”) or (ii)

[REDACTED] In the event that the Grant includes the PacificSource Interest, the Parties will enter a Grant Agreement in a form substantially similar to that attached hereto as Exhibit A-1, and the Parties recognize that (i) such transfer may require consents, approvals or waivers from government agencies, PacificSource and Pacific Health Associates and (ii) the Foundation will need to conduct reasonable due diligence. In the event

that the Grant includes [REDACTED].

- *Grant Purpose:* As more specifically described in the Grant Agreement, the Grant will be restricted to support the Foundation's mission and vision in Oregon and Southwest Washington and may be used for Foundation expenditures including (i) grants to nonprofit organizations, tribes, agencies, educational institutions, OHSU and other hospital-based systems in furtherance of the Foundation's mission, (ii) the Foundation's program costs and activities, and (iii) Foundation operating and administration costs.
- *Grant Restrictions:* As more specifically described in the Grant Agreement, the Grant will be restricted to prohibit and disallow (i) grants to or for the benefit of other organizations with primary focus and operations outside of Oregon and Southwest Washington and (ii) grants to or for the benefit of any hospital-based health system that is in competition with the OHSU System (as defined in the Definitive Agreements) for purposes of engaging in activities that are competitive with the OHSU System, in whole or in part, as opposed to the purpose of addressing community health needs and otherwise furthering the mission of Legacy Health Foundation. The Foundation will also be prohibited from soliciting individuals, corporations and other entities for charitable contributions; and from soliciting private foundations for charitable grants.

#### **Joint Commitments:**

- **Foundation Board After Grant.** As the Foundation changes its focus from a fundraising charity to a grantmaking foundation, the skills and attributes required of the Foundation board of directors will change. As part of the Reconfiguration, the Parties will work together to ensure an appropriate transition and composition of the board of directors of the Foundation to meet such requirements.
- **Foundation Initial Plan.** Before Closing, the Parties will work together to draft a plan to implement the Foundation's new mission and vision using Grant funds to further health equity and access after the Reconfiguration.
- **Legacy Health Foundation Assets.** Donors have contributed assets to the Foundation in support of the Foundation's mission and for specific restricted purposes. The Parties will ensure all current Foundation funds are expended for their purpose and pursuant to donor intent. Prior to or after Closing, the Parties and OHSU will evaluate whether donor intent would be better served if certain Foundation restricted funds were administered by the reconfigured Foundation, OHSU Foundation, or another organization after Closing.
- **PacificSource.** The Parties will work collaboratively to facilitate the Grant, including but not limited to executing any necessary applications or agreements, and obtaining any appropriate consents and approvals, to permit the transfer of Legacy's member interest in PacificSource to the Foundation, if applicable.

- **Dispute Resolution.** As collaborating Parties, Legacy and the Foundation agree to work together to resolve issues that arise under the terms of this MOU.

### **General Terms:**

- **Non-Binding.** Except for the terms set forth in this General Terms section (which are binding on the Parties), no contract or binding obligation will exist between or among the Parties by virtue of this MOU. Such contract or binding obligations will exist, if at all, only pursuant to definitive grant agreements if and when executed by the Parties. If the definitive grant agreements are not executed for any reason, neither Party to this MOU shall have liability to the other Party other than to the extent arising from the binding provisions.
- **Confidentiality.** Each Party shall keep the terms of this MOU confidential except that the Parties may share the terms of this MOU with OHSU, PacificSource, Pacific Health Associates, government agencies, and their respective owners, directors, managers, officers, employees, advisors, and agents. The Parties may also share the terms of this MOU with any other third parties required for purposes of consummating the System Combination. No public announcement of this MOU will be made without prior written approval of the Parties and OHSU with respect to timing and content except as otherwise required by law.
- **Applicable Law.** The MOU shall be governed by and construed under the laws of the state of Oregon without reference to its conflicts of law principles.
- **Third-Party Beneficiaries.** The terms and conditions of this MOU are for the sole and exclusive benefit of the Parties and OHSU. OHSU shall be and is an express third-party beneficiary of, and pursuant to, this MOU, with full right and authority to enforce all of the General Terms of this MOU (including without limitation all of its rights pursuant to the General Terms of this MOU). Each of the Parties intends that OHSU shall be an express third-party beneficiary as set forth in this paragraph. 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 paragraph. Nothing in this MOU, express or implied, is intended to nor shall be construed to confer upon any person or entity, other than the Parties and OHSU, any remedy or claim under or by reason of this MOU as third-party beneficiaries or otherwise.
- **Assignment.** Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law, or in any other manner whatsoever, not expressly assignable under the terms of this MOU without the other Party's and OHSU's prior written consent.
- **Amendment; Entire Agreement.** This MOU represents the entire understanding of the Parties with respect to the subject matter thereof. This MOU supersedes all other understandings, both oral and written, between the Parties. The MOU may be

amended or superseded at any time only upon OHSU’s prior written consent to any such amendment or superseding document, and then only by a writing signed by the Parties.

**LEGACY HEALTH**

**LEGACY HEALTH FOUNDATION**

By: \_\_\_\_\_  
Anna Loomis, Interim CEO

By: \_\_\_\_\_  
Jill A. Nelson, Chair

**Notice Address:**  
Legacy Health  
1919 NW Lovejoy Street  
Portland, OR 97209  
Attn: Craig Armstrong  
Email: crrarmst@lhs.org

**Notice Address:**  
Legacy Health Foundation  
1919 NW Lovejoy Street  
Portland, OR 97209  
Attn: Jill A. Nelson  
Email: jillnelson97209@gmail.com

With a copy to:  
Jonathan Moyer (JMoyer@ReedSmith.com)  
Saskia de Boer (saskia.deboer@stoel.com)

With a copy to:  
Jeff Wolfstone (WolfstoneJ@LanePowell.com)  
Lisa Poplawski  
(PoplawskiL@LanePowell.com)

Acknowledged and agreed:

**OREGON HEALTH & SCIENCE UNIVERSITY**

By: \_\_\_\_\_  
Danny O. Jacobs, M.D., M.P.H, FACS  
President

**Notice Address:**  
Oregon Health & Science University  
Mail code: L585  
3181 SW Sam Jackson Park Road  
Portland, Oregon 97239  
Attn: General Counsel  
Email: legal@ohsu.edu

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

**EXHIBIT A-1  
DRAFT 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	\$ [REDACTED]
3	<i>[insert closing date]</i> , 2028	\$ [REDACTED]
4	<i>[insert closing date]</i> , 2029	\$ [REDACTED]
5	<i>[insert closing date]</i> , 2030	\$ [REDACTED]
6	<i>[insert closing date]</i> , 2031	\$ [REDACTED]

**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 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.
- 
- 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:

<b>Director Name</b>	<b>Current Term</b>	<b>Current Term Ends</b>
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

**EXHIBIT A-2**  
**DRAFT 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.



[REDACTED]

[REDACTED]

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 [REDACTED], 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. [REDACTED]

1.3. [REDACTED]

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.

- [REDACTED]
- 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.

- [REDACTED]
- 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 [REDACTED]

**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**

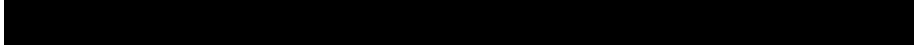
At the Closing (as defined in the Definitive Agreement), Legacy shall make an initial Grant payment to the Foundation in the amount of *[insert amount calculated at Closing pursuant to Section 3.5 of the Definitive Agreement]*.


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	\$ [REDACTED]
3	<i>[insert closing date]</i> , 2028	\$ [REDACTED]
4	<i>[insert closing date]</i> , 2029	\$ [REDACTED]
5	<i>[insert closing date]</i> , 2030	\$ [REDACTED]
6	<i>[insert closing date]</i> , 2031	\$ [REDACTED]



**ATTACHMENT 2**





**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 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.
- 
- Solicitation of individuals, corporations or other entities for charitable contributions, or from foundations for charitable grants.



**ATTACHMENT 4**

[REDACTED]

**(Formerly known as Legacy Health Foundation)**

**REVISED AND RESTATED ARTICLES OF INCORPORATION (2025)**



**ATTACHMENT 5**

**[REDACTED]**  
**(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:

<b>Director Name</b>	<b>Current Term</b>	<b>Current Term Ends</b>
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

**EXHIBIT B**

[ \_\_\_\_\_ ]

**(formerly known as Legacy Health Foundation)**

**DRAFT AMENDED AND RESTATED ARTICLES OF INCORPORATION (2024)**

**RESTATED NONPROFIT**  
**ARTICLES OF INCORPORATION**  
**OF**  
[\_\_\_\_\_]

Pursuant to ORS 65.451, [\_\_\_\_\_], formerly known as Legacy Health Foundation (the “corporation”), an Oregon nonprofit public benefit corporation, adopts the following Restated Articles of Incorporation, which supersede the existing Articles of Incorporation and all prior amendments thereto.

**ARTICLE I**

The name of the corporation is [\_\_\_\_\_].

**ARTICLE II**

The corporation is a public benefit corporation.

**ARTICLE III**

The corporation is organized and shall be operated exclusively for charitable, scientific, and educational purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The corporation shall have the specific purpose set forth in the Bylaws of the corporation.

**ARTICLE IV**

The corporation has no members.

**ARTICLE V**

Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income taxation under Code Section 501(c)(3) and (b) by a corporation, contributions to which are deductible under Code Sections 170(c)(2), 2055(a)(2) and 2522(a)(2). No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or



intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

## **ARTICLE VI**

During any time that the corporation is classified as a “private foundation” as defined in Code Section 509, the corporation:

- (a) shall not engage in any act of self-dealing as defined in Code Section 4941(d);
- (b) shall distribute its income and, when necessary, amounts from principal at such time and in such manner as not to subject the corporation to the taxes on failure to distribute income imposed by Code Section 4942;
- (c) shall not retain any excess business holdings as defined in Code Section 4943(c);
- (d) shall not make any investments in such manner as to subject the corporation to the taxes on investments which jeopardize charitable purpose imposed by Code Section 4944; and
- (e) shall not make any taxable expenditures as defined in Code Section 4945(d).

## **ARTICLE VII**

Upon dissolution or final liquidation of the corporation, after the payment or provision for payment of all of the liabilities of the corporation, the remaining assets of the corporation shall be distributed to such organization or organizations as are then described in Code Sections 501(c)(3) or 170(c)(2), or to a state or local government (including OHSU, as an instrumentality of the State of Oregon) for a public purpose, as the board of directors shall determine.

## **ARTICLE VIII**

No director or uncompensated officer shall be personally liable to the corporation for monetary damages for conduct as a director or officer, provided that this Article shall not eliminate or limit the liability of a director or officer for any act or omission for which such elimination of liability is not permitted under the Oregon Nonprofit Corporation Act. No amendment to the Oregon Nonprofit Corporation Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director or officer for any act or omission which occurs prior to the effective date of the amendment.

## ARTICLE IX

The corporation shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who is made, or threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the corporation), by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation. The corporation shall pay for or reimburse the reasonable expenses incurred by any such person in any such proceeding in advance of the final disposition after the board of directors has taken such action as required by ORS 65.404, including providing notice of the proposed indemnification to the Attorney General. No amendment to this Article that limits the corporation's obligation to indemnify any person shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. This Article shall not be deemed exclusive of any other provisions for indemnification or advancement of expenses of directors, officers, employees, agents, and fiduciaries that may be allowable under any statute, bylaw, agreement, general or specific action of the board of directors.

## ARTICLE X

All references in these Articles of Incorporation to sections of the Code, the Oregon Revised Statutes, or the Oregon Nonprofit Corporation Act shall be deemed to refer also to the corresponding provisions of any future federal tax or Oregon nonprofit corporation laws.

## ARTICLE XI

The principal place of business is:

[Name]  
[Street Address or PO Box]  
[Address]

## ARTICLE XII

The address to which notices may be mailed is :

[Name]  
[Street Address or PO Box]  
[Address]

**ARTICLE XIII**

In furtherance and not in limitation of the powers conferred by the laws of the State of Oregon, the Board of Directors is expressly authorized and empowered to adopt, amend and repeal the these Articles of Incorporation and/or the Bylaws of the corporation pursuant to an affirmative vote of the board of directors then in office; provided, however, that no such amendment of the Articles of Incorporation and/or the Bylaws of the corporation shall be inconsistent with the terms and conditions of that certain Grant Agreement by and between Legacy Health and the corporation, with OHSU as a third-party beneficiary thereto, made and entered into as of \_\_\_\_\_.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees, or agents of the corporation. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

DATED: \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBIT C**  
**[ \_\_\_\_\_ ]**  
**(formerly known as Legacy Health Foundation)**  
**DRAFT AMENDED AND RESTATED BYLAWS (2024)**

**RESTATED BYLAWS****OF**

[ \_\_\_\_\_ ]

**SECTION 1 PURPOSE, MISSION AND VISION**

**1.1** As set forth in the Articles of Incorporation of [ \_\_\_\_\_ ], formerly known as LEGACY HEALTH FOUNDATION, (the “corporation”), the purposes of the corporation are to be organized and operated exclusively for charitable, scientific, and educational purposes permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). Subject to and in furtherance of the foregoing, and within such limits, and subject also to Section 7 of these bylaws, the purposes of the Corporation are (a) to operate as a grantmaking foundation so as to promote health (including physical, mental, and social determinants of health) and health equity in Oregon and Southwest Washington; and (b) to engage in such other acts or activities as may be permitted by nonprofit corporations under the Oregon Nonprofit Corporation Act in order to accomplish the purposes set forth in Article III of the corporation’s Articles of Incorporation.

**1.2** Consistent with the purposes of the corporation, the mission and vision of the corporation is for every member of the community served by the corporation to achieve their highest possible quality of health; and, in so doing, to create a legacy of generational health and well-being through purposeful and impactful investments.

**SECTION 2 DIRECTORS**

**2.1 Powers.** The board of directors (the “board”) shall exercise, or delegate, or otherwise authorize the exercise of, all corporate powers and shall direct the management of the corporation’s affairs, subject to any limitation set forth in the Articles of Incorporation. The board shall retain authority over an exercise of corporate powers that the board delegates or authorizes under this section.

**2.2 Qualifications.** All directors must be individuals 18 years of age or older. Directors need not be residents or citizens of the State of Oregon or of the United States of America. The board may establish written policies that include additional criteria for qualifications of directors and composition of the board.

**2.3 Number.** The board shall consist of a minimum of seven and a maximum of eighteen persons. The number of directors may be fixed or changed periodically within the minimum and maximum by the board.

**2.4 Tenure of Office.** Directors serve for terms of three years. Directors may serve for a maximum of two consecutive terms. By resolution, the board may divide the total number of directors into groups and otherwise arrange for terms to be staggered such that not all of the directors' terms expire in the same year.

**2.5 Election.** The board shall elect directors at its annual meeting, except as necessary to fill vacancies, including vacancies created by an increase in the number of directors. The term of a director elected at an annual meeting or during the year to fill a vacancy shall begin as of the date specified in the resolution to elect the director.

**2.6 Resignation.** A director may resign at any time by delivering written notice to the chair or the secretary. A resignation is effective when notice is effective under ORS 65.034 unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is approved by the board.

**2.7 Removal.** A director may be removed, at any time, with or without cause, by vote of a majority of the directors then in office at any meeting.

**2.8 Vacancies.** A vacancy or vacancies on the board shall exist if the number of directors in office is less than the maximum number or the number fixed by the board. A vacancy in the board may be filled by the board at any meeting. The term of a director elected during the year to fill a vacancy shall begin as of the date specified in the resolution to elect the director. Each director so elected shall hold office for an initial term specified in the resolution to elect the director, in order to arrange for terms to be staggered. If the board accepts the resignation of a director tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.

**2.9 Executive Committee.** The board may have an executive committee. The executive committee shall be composed of the chair, any vice chair, secretary, and treasurer; the board or the chair may also appoint at-large directors to serve on the executive committee. Only directors may be voting members of the executive committee. The chair shall preside at the executive committee meetings. Between meetings of the board, the executive committee shall have and exercise all the authority of the board in the management of affairs of the corporation, except as limited by Section 2.10. At least 24 hours' notice shall be required to convene a meeting of the executive committee.

**2.10 Board Committees.** In addition to an executive committee, the board may create one or more board committees that exercise the authority of the board. The creation of a board committee and either the appointment of directors to the board committee or the designation of a method of selecting board committee members must be approved by the board. Each board committee must consist of two or more directors, who serve at the pleasure of the board. Only a director may serve as a voting member of a board committee. Except as may be contemplated by resolution of the board, the provisions of these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board shall apply to committees and their members as well. The board may delegate the authority of the board to a board committee; provided, however, no committee may:

- (a) Authorize distributions, provided that this restriction does not apply to payment of reasonable value for property received or services performed or payment that furthers the corporation's purposes;
- (b) Approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets;
- (c) Elect, appoint, or remove directors or fill vacancies on the board or on any board committees; or
- (d) Adopt, amend, or repeal the Articles of Incorporation or bylaws.

**2.11 Advisory Committees.** The board may create one or more advisory committees. The board may appoint individuals to serve on an advisory committee or specify a method for selecting members. Members of these committees need not be members of the board, but at least one director shall serve on each such committee. Advisory committees shall have no power to act on behalf of, or to exercise the authority of, the board, but may make recommendations to the board or to board committees and may implement board or board committee decisions and policies under the supervision and control of the board or a board committee.

**2.12 Compensation.** Directors may receive no more than reasonable compensation for service in their capacity as directors. A director may receive reimbursement of actual reasonable expenses incurred in carrying out their duties as a director. The board shall review and approve, on an annual basis, all compensation payable to directors.

**2.13 Director Conflict of Interest.** A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest, as defined in ORS 65.361. The board shall adopt a policy that (a) requires directors and officers to disclose any interest that constitutes or could result in a conflict of interest and (b) sets out procedures for reviewing and resolving such matters in accordance with law.

### SECTION 3 OFFICERS

**3.1 Designation.** The officers of the corporation shall be a chair, a secretary, a treasurer, and may include one or more vice chairs, an executive director, and such other officers as the board shall appoint. The board shall elect the chair, vice chair, secretary, and treasurer from among the directors, and shall hire as the corporation's senior executive, an executive director. The same individual may not serve simultaneously as chair, vice chair, secretary, or treasurer.

**3.2 Election; Term of Office.** The board shall elect officers at its annual meeting. Officers shall serve for a term of one year or such other term as the board may designate and may be elected to any number of consecutive terms. The executive director shall serve in such office for as long as they are employed by the corporation as executive director.

**3.3 Removal.** Any officer may be removed, either with or without cause, at any time by action of the board.

**3.4 Resignation.** An officer may resign at any time by delivering notice to the board, the chair, or the secretary. A resignation is effective when the notice is effective under ORS 65.034 unless the notice specifies a later effective date. If a resignation specifies a later effective date and the corporation accepts the later effective date, the board may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is approved by the board.

**3.5 Compensation.** Officers may receive reasonable compensation for service in their capacity as officers. An officer may receive reimbursement of actual reasonable expenses incurred in carrying out their duties as an officer. The board shall review and approve, on an annual basis, all compensation payable to officers.

**3.6 Chair.** The chair shall preside at meetings of the board, shall serve as the chair of the executive committee, shall ensure that the board is advised on all significant matters of the corporation's business, and shall be responsible for overseeing the plans and directives of the board. The chair also shall have such other powers and perform such other duties as may be prescribed by the board.

**3.7 Vice Chair.** The vice chair, if any, shall preside at meetings of the board at which the chair is absent and in the absence of the chair shall have the other powers and perform the other duties of the chair. The vice chair also shall have such other powers and duties as may be prescribed by the board.

**3.8 Secretary.** The secretary shall oversee the preparation of minutes of meetings of the board and authenticate records of the corporation. The secretary shall keep or cause to be kept at the principal office or such other place as the board may order, the minutes of all board meetings. The secretary also shall have such other powers and perform such other duties as may be prescribed by the board. The board may appoint or authorize the appointment of an assistant who may perform such duties as are prescribed by the secretary or the board. The assistant, if any, need not be a member of the board.

**3.9 Treasurer.** The treasurer shall lead the board's oversight of the corporation's budgeting and planning process, financial performance, and financial condition. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the assets and transactions of the corporation. The treasurer shall have such other powers and duties as may be prescribed by the board. The board may appoint or authorize the appointment of an assistant who may perform such duties as are prescribed by the treasurer or the board. The assistant, if any, need not be a member of the board.

**3.10 Executive Director.** The executive director, if any, shall serve at the pleasure of the board and shall, subject to the oversight of the board, have general supervision, direction and control of the business and affairs and day-to-day management of the corporation, with the



executive powers and duties of management usually vested in the office of chief executive officer of a corporation. The executive director shall not, by virtue solely of their employment as executive director, be a member of the board, although they shall attend all board meetings unless excused by the chair.

## SECTION 4 MEETINGS

**4.1 Meetings.** An annual meeting of the board shall be held during the fourth quarter of the year or at a time and place designated by the board. If the time and place of any other directors' meeting is regularly scheduled by the board in a manner that informs all directors of the time and place without additional notice, the meeting is a regular meeting. All other meetings are special meetings.

**4.2 Virtual Participation.** The board may permit any or all of the directors to participate in any meeting by using a means of communication by which each director participating in the meeting can communicate with all of the other directors simultaneously. A director participating in a meeting in accordance with this section is deemed present at the meeting.

**4.3 Call and Notice of Meetings.** Notice of regular meetings may be made by providing each director with the adopted schedule of regular meetings for the ensuing year, and without further notice of the date, time, place, or purpose of the meeting. The annual meeting must be preceded by at least ten days' notice, if given by first-class mail or private carrier, or 48 hours' notice, if delivered orally or electronically. Special meetings of the board must be preceded by at least 24 hours' notice and must be delivered orally or electronically. All notices must give the date, time, and place of the meeting. Except as specifically provided in these bylaws or applicable law, the notice need not describe the purposes of any meeting. The chair, the secretary, or one-third of the directors then in office may call and give notice of a meeting of the board.

**4.4 Waiver of Notice.** A director may at any time waive any notice required by these bylaws. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A written waiver must be signed and may be transmitted electronically. The waiver must specify the meeting for which the notice is waived and must be filed with the minutes or the corporate records.

**4.5 Quorum.** A quorum of the board shall consist of a majority of the number of directors in office immediately before the meeting begins. A director is considered present regardless of whether the director votes or abstains from voting.

**4.6 Voting.** If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the action is taken is the act of the board except to the

extent that the Articles of Incorporation, these bylaws, or applicable law require the vote of a greater number of directors. Each director has one vote and may not vote by proxy.

**4.7 Presumption of Assent.** A director who is present at a meeting of the board is deemed to have assented to an action taken unless the director (a) dissents or abstains from the action and it is recorded in the minutes; (b) objects to holding or transacting business at the beginning of the meeting or promptly upon the director's arrival; or (c) delivers written notice of dissent or abstention to the presiding officer of the meeting before the meeting's adjournment or to the corporation immediately after the meeting adjourns. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

**4.8 Action Without Meeting: Vote by Email.** The board may, without a meeting, use email or other electronic means to take action required or permitted to be taken at a board meeting if:

- (a) The corporation has a record of an email address for each director;
- (b) The corporation sends to the email address of each director an announcement that the board will take action, a description of the matter on which the board will take action, and a deadline of not less than 48 hours after the time the corporation sends the announcement in which a director may vote; and
- (c) The majority of directors who hold office at the time vote in the affirmative, except to the extent that the Articles of Incorporation, these bylaws, or applicable law require the vote of a greater number of directors.

A director may change their vote at any time before the deadline set forth in the email announcement. The board's action is effective on the deadline specified in the email announcement unless the announcement specifies a different effective date or time. The corporation shall include the email announcement and a record of the directors' votes in corporate records reflecting the action that the board took.

**4.9 Action Without Meeting: Unanimous Written Consent.** Any action required or permitted to be taken at a board meeting may be taken without a meeting if the action is taken unanimously by all directors. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent unless the consent specifies an earlier or later effective date. For purposes of this section, an affirmative email sent by a director in response to a written consent is deemed to be a writing by the director. A unanimous written consent under this section has the effect of a meeting vote and may be described as a meeting vote in any document.

## SECTION 5 NONDISCRIMINATION

The corporation shall not discriminate in providing services, hiring employees, or

otherwise, upon the basis of gender, gender identity, race, creed, marital status, sexual orientation, religion, color, age, national origin, veteran status, or disability.

## SECTION 6 GENERAL PROVISIONS

**6.1 Amendment or Restatement of Bylaws.** The board may amend or restate these bylaws at any time by majority vote of all of the directors then in office; provided, however, that no such amendment or restatement of these bylaws shall be inconsistent with the terms and conditions of that certain "Grant Agreement" by and between Legacy Health and the corporation, with the Oregon Health & Science University ("OHSU") as a third-party beneficiary thereto, made and entered into as of \_\_\_\_\_. The date of approval of any amendment to the bylaws or a restatement of the bylaws shall be noted in the corporate records.

**6.2 Inspection of Books and Records.** All books, records, and accounts of the corporation shall be open to inspection by the directors in the manner and to the extent required by law.

**6.3 Disbursements.** All checks or other orders for payment of money shall be signed or endorsed by such person or persons and in such manner as the board may determine by resolution or policy.

**6.4 Deposits.** All funds of the corporation shall be deposited to the credit of the corporation in such banks, trust companies, or other depositories as the Board may authorize.

**6.5 Loans or Guarantees.** The corporation shall not borrow or lend money unless authorized by the board by resolution or policy. This authority may be general or confined to specific instances. Except as explicitly permitted by ORS 65.364, the corporation shall not make a loan, guarantee an obligation, or modify a pre-existing loan or guarantee to or for the benefit of a director or officer of the corporation.

**6.6 Execution of Documents.** The board may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

**6.7 Insurance.** The corporation may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; provided, however, that the corporation may not purchase or maintain such insurance to indemnify any director, officer, or agent of the corporation in connection with any proceeding

charging improper personal benefit to the director, officer, or agent in which the director, officer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

**6.8 Fiscal Year.** The fiscal year of the corporation shall begin on the first day of April and end on the last day of March in each year.

**6.9 Severability.** A determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

## SECTION 7 GRANTS ADMINISTRATION

**7.1 Purpose of Grants.** The corporation shall have the power to make grants and contributions and to render other financial assistance for the purposes expressed in its Articles of Incorporation and within such purpose, in accordance with any grant agreement to which the corporation is a party. Subject to the foregoing, the corporation may make grants (a) to or for the benefit of OHSU; (b) to or for the benefit of other non-profit hospital-based systems that are not in competition with OHSU; (c) to other non-profit hospital-based systems that are in competition with OHSU (as listed on Schedule 3.6(a) of that certain "System Combination Agreement" by and between Legacy Health and OHSU, as such list may be amended by mutual written agreement of the corporation and OHSU from time to time), but solely for the purpose of addressing community health needs; (d) to and for the benefit of other nonprofit and charitable organizations, tribes, government agencies, and educational institutions in support of the Foundation's mission and vision in Oregon and Southwest Washington; and (e) for program activities in furtherance of the corporation's mission, including but not limited to education, community outreach, convenings, technical assistance, and advocacy.

**7.2 Restrictions on Grantmaking.** In no event shall the corporation (a) make any grants to or for the benefit of organizations with primary focus and operations outside of Oregon and Southwest Washington or (b) make any grants to or for the benefit of any hospital-based system that is in competition with a system maintained by OHSU for purposes of engaging in activities that are competitive with such system of OHSU, in whole or in part, as opposed to the purpose of solely addressing community health needs.

\* \* \* \* \*

The foregoing bylaws were duly adopted by the board of  
[ ] on \_\_\_\_\_, 202\_.

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[Name], Secretary