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COUNSELLORS AT LAW

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*Admitted in Connecticut and Massachusetts*

February 12, 2016

Via First Class Mail

Commissioner  
Department of Public Health  
410 Capitol Avenue  
PO Box 340308  
Hartford, CT 06134



Re: Notification of Merger

Dear Commissioner:

As required by Conn. Gen. Stat. § 19a-486i, please be advised that the merger of Grove Hill Medical Center, P.C. with and into Connecticut Multispecialty Group, P.C. was completed effective January 1, 2016. The name of the merged entity is now Starling Physicians, P.C. The information required by statute is set forth in the attached Notice of Material Change which was submitted to the Office of the Attorney General on December 2, 2015 and the information therein remains current.

If you have any questions or require further information, please feel free to contact me at mtompkins@rrlawpc.com and Attorney Brian Nichols at bnichols@rc.com.

Sincerely,

Mindy S. Tompkins

Enclosure

cc: Kimberly Martone, Office of Health Care Access (via e-mail: kimberly.martone@ct.gov)  
Brian Nichols, Esq., Robinson & Cole, LLP (via email: bnichols@rc.com)

## **Tompkins, Mindy**

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**From:** Tompkins, Mindy  
**Sent:** Wednesday, December 02, 2015 1:03 PM  
**To:** 'AG.PhysicianAcquisitions@ct.gov'  
**Cc:** Brian Nichols (bnichols@rc.com); Lisa Boyle [lboyle@rc.com]  
**Subject:** Filing of Notice of Material Change Form  
**Attachments:** HARTFORD-#638218-v1-Notice\_of\_Material\_Change\_-\_CMG\_and\_Grove\_Hill.pdf

To: Office of the Attorney General

In accordance with Public Act 14-168, I have attached the Notice of Material Change Form relating to the proposed merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C., which is hereby filed on behalf of both parties. The effective date of the proposed merger is January 1, 2016. Also attached for your reference is a copy of the proposed Agreement and Plan of Merger.

Please be advised that Reid and Riege, P.C. is counsel to Connecticut Multispecialty Group, P.C. and Robinson and Cole, LLP is counsel to Grove Hill Medical Center, P.C. in connection with the merger.

If you have any questions regarding the attached Notice, please feel free to contact me and Attorney Brian Nichols at Robinson and Cole. Thank you.

**Mindy S. Tompkins**  
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NOTICE OF MATERIAL CHANGE

Date of Notice: December 2, 2015

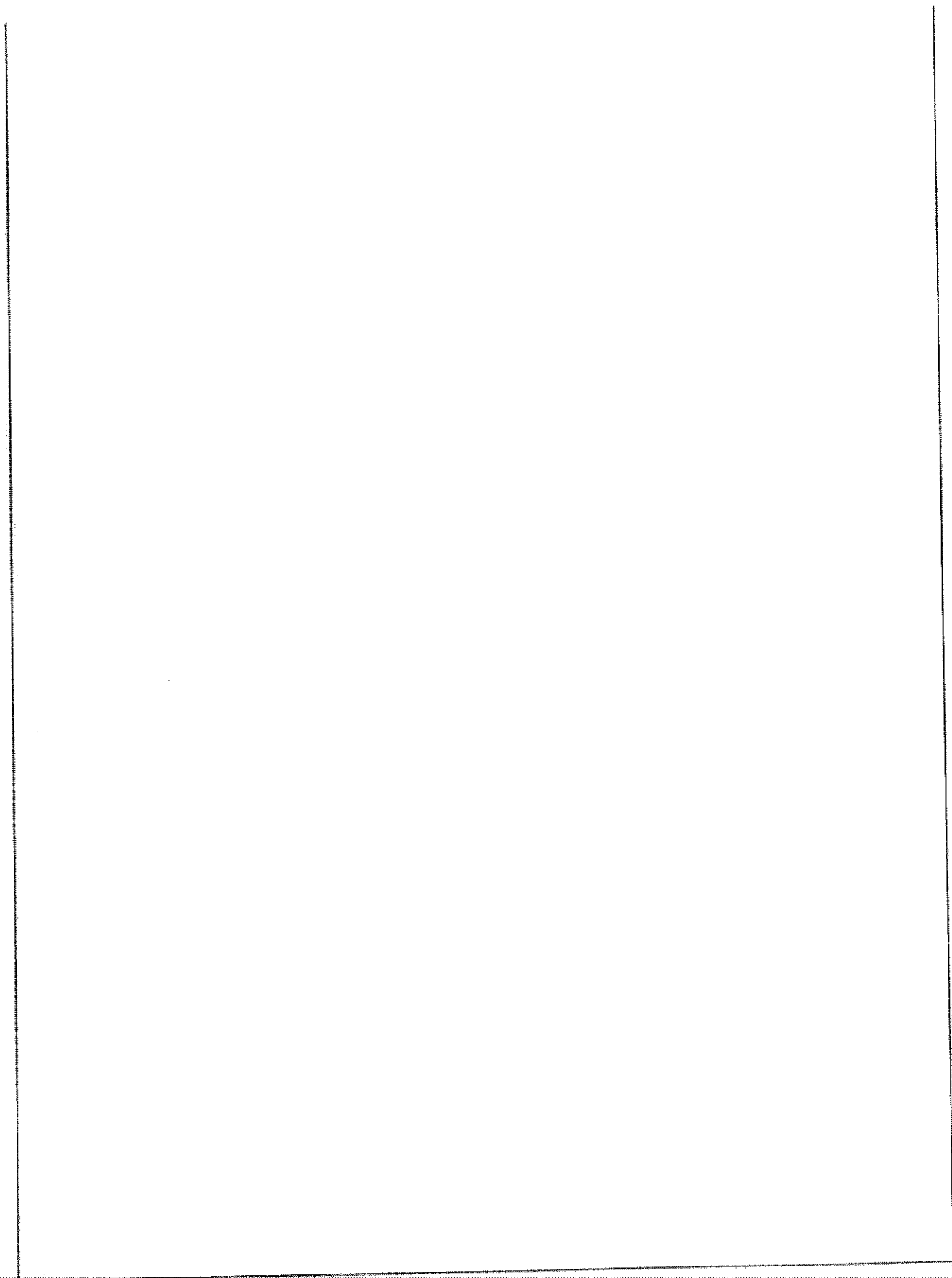
Party Submitting this Notice: Connecticut Multispecialty Group, P.C. And  
Grove Hill Medical Center, P.C.

Effective Date of Transaction: January 1, 2016

**Nature of Material Change: (Please provide a description of the proposed material change pursuant to P. A. 14-168 §1(c), including a description of the nature of the proposed relationship among the parties to the proposed transaction.)**

Grove Hill Medical Center, P.C. ("GH") will merge with and into Connecticut Multispecialty Group, P.C. ("CMG") through a statutory merger in accordance with Section 33-815 of the Connecticut Business Corporation Act (the "Act") to be effective on January 1, 2016 (the "Effective Date"). The resulting group practice will have more than eight physicians. CMG will be the surviving corporation and GH will be the merging corporation. As provided by the Act, all of the property, rights and contract rights, and liabilities of CMG and GH shall vest as a matter of law in the surviving corporation. On the Effective Date, all of the shareholders of CMG and GH will be equal shareholders of the surviving corporation and will be employed physicians of the surviving corporation. The name of the surviving corporation will be amended on the Effective Date to "Starling Physicians, P.C.". The surviving entity shall be managed by the Executive Board of Directors with five directors elected by the former CMG shareholders and five directors elected by the former GH shareholders. A copy of the proposed Agreement and Plan of Merger is attached.





Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Parties to the Transaction (P. A. 14-168 §1(d))			
Name of Each Party to the Transaction	Contact Name and Title	Contact Address	Contact Phone Number and E-mail
Connecticut Multispecialty Group, P.C.	Jarrod Post, M.D. Chief Executive Officer	2100 Silas Deane Highway Rocky Hill, CT 06067	860-258-4935 Jarrod.Post@hhchealth.org
Grove Hill Medical Center, P.C.	Michael G. Genovesi, M.D. President and CEO	300 Kensington Avenue New Britain, CT 06051	860-224-6250 MGenovesi@grovehill.com

**Information Regarding Group Practice that is the Subject of the Proposed Transaction and who will Practice Medicine with the Resulting Organization (P. A. 14-168 §1(d)(2))**

Name of Each	Group Practice(s) in which Physician Practices	Specialties of Each Physician
Last Name	First Name	
Alekshun	Todd	Hematology/Oncology
Alshelleh	Mohammad	Hospitalist
Anquillare	Joseph	Geriatrics
Antwi-Boasiako	Samuel	Hospitalist
Benson	Scott	Nephrology
Braganza	Melanie	Hospitalist
Briggs	Maria	OB/GYN
Cabuslay	Ray Victor	Hospitalist
Cappelluti	Erika	Pulmonary
Carley	Matthew	Nephrology
Casey	David	Cardiology
Christie	Donna-Marie	Internal Medicine
Cortland	Renee	OB/GYN
Curley	Timothy	Nephrology
D'Avella	John	Nephrology
DeFusco	Patricia	Hematology/Oncology
Dekker	Paul	Hematology/Oncology
Deshales	Michael	Internal Medicine
Do	Tien Phuc	Hospitalist
Doelger	Peter	OB/GYN
Doot	Diane	Internal Medicine
Elaba	Wilfred	Geriatrics
Everhart-Caye	Maria	Nephrology
Farooq	Saba	Hospitalist
Fellizar	Lina	Hospitalist
Fenton	David	Geriatrics
Firshel	Stephen	Hematology/Oncology
Georgievskiy	Igor	Hospitalist
Goller	April	Hospitalist
Gorospe	Vanessa	Hospitalist
Gorusu	Madhavi	Hematology/Oncology
Hadi	Syed	Hospitalist
Haseeb	Moshin	Hospitalist
Horowitz	Steven	Cardiology
Jhunjia	Rashma	Internal Medicine
John	Nova	Hospitalist
Justin	Joyce	Internal Medicine
Katagara	Pramod	Hospitalist
Kanaujia	Rachana	Hospitalist

Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Name of Each		Group Practice(s) in which Physician Practices	Specialties of Each Physician
Last Name	First Name		
Kaur	Rupinder	Connecticut Multispecialty Group, P.C.	Hospitalist
Kota	Praveena	Connecticut Multispecialty Group, P.C.	Hospitalist
Kumar	Mandeep	Connecticut Multispecialty Group, P.C.	Hospitalist
Kupracz	Betty	Connecticut Multispecialty Group, P.C.	Internal Medicine
Labinson	Paul	Connecticut Multispecialty Group, P.C.	Endocrinology
LaSala	Anthony	Connecticut Multispecialty Group, P.C.	Cardiology
Laut	Jeffrey	Connecticut Multispecialty Group, P.C.	Nephrology
Lawlor	Michael	Connecticut Multispecialty Group, P.C.	Infectious Disease
Lazor	Lawrence	Connecticut Multispecialty Group, P.C.	OB/GYN
Levine	Tracy	Connecticut Multispecialty Group, P.C.	OB/GYN
Liu	Lie (Helen)	Connecticut Multispecialty Group, P.C.	Hospitalist
Lunding	Amy	Connecticut Multispecialty Group, P.C.	Internal Medicine
Mack	Lisa	Connecticut Multispecialty Group, P.C.	OB/GYN
Maglio	Joseph	Connecticut Multispecialty Group, P.C.	Internal Medicine
Majik	Karolina	Connecticut Multispecialty Group, P.C.	Hospitalist
Mamuya	Komsu	Connecticut Multispecialty Group, P.C.	Cardiology
Mansoor	Mohamed	Connecticut Multispecialty Group, P.C.	Cardiology
Mbwe	Christina	Connecticut Multispecialty Group, P.C.	Hospitalist
McArdle	John	Connecticut Multispecialty Group, P.C.	Pulmonary
McClure	Mitchell	Connecticut Multispecialty Group, P.C.	Hospitalist
McCraty	Christine	Connecticut Multispecialty Group, P.C.	Rheumatology
Menon	Mohanakrishnan	Connecticut Multispecialty Group, P.C.	Hematology/Oncology
Merette	Glenys	Connecticut Multispecialty Group, P.C.	Hospitalist
Merkatz	Kenneth	Connecticut Multispecialty Group, P.C.	Cardiology
Miranda	Justine	Connecticut Multispecialty Group, P.C.	Infectious Disease
Morosky	Jigisha	Connecticut Multispecialty Group, P.C.	Allergy
Morosky	Michael	Connecticut Multispecialty Group, P.C.	OB/GYN
Moya	Manuel	Connecticut Multispecialty Group, P.C.	Hospitalist
Nascimento	Jeffrey	Connecticut Multispecialty Group, P.C.	Pulmonary
Nolasco	Helena	Connecticut Multispecialty Group, P.C.	Rheumatology
Oberstein	Robert	Connecticut Multispecialty Group, P.C.	Endocrinology
Oder	Terrence	Connecticut Multispecialty Group, P.C.	Nephrology
Oghonna	Oneychela	Connecticut Multispecialty Group, P.C.	Hospitalist
Olayode	Adewale	Connecticut Multispecialty Group, P.C.	Hospitalist
Panetta	Randolph	Connecticut Multispecialty Group, P.C.	Cardiology
Pareles	Lawrence	Connecticut Multispecialty Group, P.C.	Cardiology
Patel	Mahesh	Connecticut Multispecialty Group, P.C.	Hospitalist
Pinou	Anne	Connecticut Multispecialty Group, P.C.	Internal Medicine
Pope	James S.	Connecticut Multispecialty Group, P.C.	Pulmonary
Post	Jarrod	Connecticut Multispecialty Group, P.C.	Nephrology
Quintillani	Richard	Connecticut Multispecialty Group, P.C.	Infectious Disease
Rawal	Deepthi	Connecticut Multispecialty Group, P.C.	Endocrinology



Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Name of Each	Group Practice(s) in which Physician Practices	Specialties of Each Physician
Last Name Rheiner	Connecticut Multispecialty Group, P.C.	Hospitalist
Roux	Connecticut Multispecialty Group, P.C.	Pulmonary
Russomanno	Connecticut Multispecialty Group, P.C.	Pulmonary
Savinelli	Connecticut Multispecialty Group, P.C.	Internal Medicine
Seitri	Connecticut Multispecialty Group, P.C.	Hospitalist
Shaneyfelt	Connecticut Multispecialty Group, P.C.	OB/GYN
Shirazi	Connecticut Multispecialty Group, P.C.	Hospitalist
Shore	Connecticut Multispecialty Group, P.C.	Pulmonary
Singh	Connecticut Multispecialty Group, P.C.	Nephrology
Smith	Connecticut Multispecialty Group, P.C.	Internal Medicine
Starkey	Connecticut Multispecialty Group, P.C.	Internal Medicine
Stein	Connecticut Multispecialty Group, P.C.	Cardiology
Tallapureddy	Connecticut Multispecialty Group, P.C.	Endocrinology
Tangarorang	Connecticut Multispecialty Group, P.C.	Geriatrics
Thorevska	Connecticut Multispecialty Group, P.C.	Pulmonary
Tigadi	Connecticut Multispecialty Group, P.C.	Hospitalist
Tray	Connecticut Multispecialty Group, P.C.	Nephrology
Troy	Connecticut Multispecialty Group, P.C.	Pulmonary
Twigg	Connecticut Multispecialty Group, P.C.	Internal Medicine
Walker	Connecticut Multispecialty Group, P.C.	Internal Medicine
Wisniewski	Connecticut Multispecialty Group, P.C.	Internal Medicine
Ye	Connecticut Multispecialty Group, P.C.	Nephrology
Yekta, Arshad	Connecticut Multispecialty Group, P.C.	Cardiology
Zhang	Connecticut Multispecialty Group, P.C.	Hospitalist
Last Name	First Name	
Agarwal	Arun	Cardiology
Alberti	Richard	Internal Medicine
Andreoli	John	OB/GYN
Archer Good	Cordiss	Urology
Asmus	Tracey	Optometry
Ave Lallamant	Robert	Urology
Babigan	Anthony	Podiatry
Beliak	Robert	Orthopedic Surgery
Berns	Ellison	Cardiology
Bourque	Anita	Radiology
Broisman	Larry	Internal Medicine
Cavo	Charles	OB/GYN
Ceglenski	Paul	Urology
Chiappetta	Russell	Orthopedic Surgery
Currao	William	Pediatrics

Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Name of Each	Group Practice(s) in which Physician Practices	Specialties of Each Physician
Last Name	First Name	
Dodenhoff	Robert	Internal Medicine
D'Amato	Raymond	Internal Medicine
David	Sowa	OB/GYN
Dell'Orfano	Joseph	Cardiology
Dickey	Kevin	Radiology
Dreiss	Richard	OB/GYN
Fallon	Barbara	Hematology/Oncology
Fitzpatrick	Edward	Ophthalmology
Frost	Holly	Pediatrics
Geddis	Angela	Pediatrics
Gelber	Joel	Radiology
Gendler	Robert	Radiology
Genovesi	Michael	Pulmonary
Gerratana	Frank	Orthopedic Surgery
Gjede	Jessica	Dermatology
Gladstone	Alfred	Radiology
Gorny	Eric	Radiology
Harris	Peter	Internal Medicine
Haverly	Karen	OB/GYN
Hennessey Hill	Kristina	OB/GYN
Holmes	Catherine	Internal Medicine
Honor	Michael	Internal Medicine
Hunter	Steven	Ophthalmology
Hussain	Shahnaz	Internal Medicine
Insel	Jared	Cardiology
Jafri	Askari	Internal Medicine
Jafri	Saima	Pediatrics
Joshua	Stein	Urology
Kemler	Barry	Gastroenterology
Kerrigan	Kristen	OB/GYN
Kireczyk	Wanda	Radiology
Kudler	Alan	Cardiology
Langsam	Jeffrey	Hematology/Oncology
Lippman	Neal	Cardiology
Manthous	Pamela	Gynecology
Mayo	Jason	Radiology
McAuliffe	Gerald	Internal Medicine
McDonald	Patricia	Ophthalmology
Meinik	George	Otolaryngology
Mihalak	Mary	OB/GYN
Mihalak	Jeffrey	OB/GYN
Motschmann	Kellie	OB/GYN
Napolitano	Robert	Surgery

Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Name of Each		Group Practice(s) in which Physician Practices	Specialties of Each Physician
Last Name	First Name		
Nonwood	Christopher	Grove Hill Medical Center, P.C.	Dermatology
O'Hara	James	Grove Hill Medical Center, P.C.	Internal Medicine
Paris	Jan	Grove Hill Medical Center, P.C.	Cardiology
Patel	Roshni	Grove Hill Medical Center, P.C.	Pain Management
Pendelton	Jonathan	Grove Hill Medical Center, P.C.	Internal Medicine
Pennington	Mark	Grove Hill Medical Center, P.C.	Dermatology
Pepperman	Robert	Grove Hill Medical Center, P.C.	Physiatry
Piekarsky	Mark	Grove Hill Medical Center, P.C.	Internal Medicine
Polukhin	Maryanna	Grove Hill Medical Center, P.C.	Internal Medicine
Posner	Michael	Grove Hill Medical Center, P.C.	Surgery
Ramirez	Marc	Grove Hill Medical Center, P.C.	Pediatrics
Reidel	Jonathan	Grove Hill Medical Center, P.C.	Pediatrics
Rosenblatt	Joseph	Grove Hill Medical Center, P.C.	Endocrinology
Roy	David	Grove Hill Medical Center, P.C.	Internal Medicine
Roy	Priya	Grove Hill Medical Center, P.C.	Internal Medicine
Sansone	Natalee	Grove Hill Medical Center, P.C.	Gastroenterology
Sarft	Patel	Grove Hill Medical Center, P.C.	Ophthalmology
Scarlett	Richard	Grove Hill Medical Center, P.C.	Orthopedic Surgery
Seremet	Martin	Grove Hill Medical Center, P.C.	Ophthalmology
Sharma	Vipra	Grove Hill Medical Center, P.C.	Hematology/Oncology
Sousa	Evelynne	Grove Hill Medical Center, P.C.	Pediatrics
Stern	Alan	Grove Hill Medical Center, P.C.	Ophthalmology
Stock	Alden	Grove Hill Medical Center, P.C.	Otolaryngology
Taddao	Robert	Grove Hill Medical Center, P.C.	Internal Medicine
Tolat	Aneesh	Grove Hill Medical Center, P.C.	Cardiology
Ulreich	Sidney	Grove Hill Medical Center, P.C.	Radiology
Viteri	Sara	Grove Hill Medical Center, P.C.	Pediatrics
Wadolowski	Katrzyzna	Grove Hill Medical Center, P.C.	Internal Medicine
Wang	Yousong	Grove Hill Medical Center, P.C.	Rheumatology
Wasserman	Neil	Grove Hill Medical Center, P.C.	Internal Medicine
Watson	Kevin	Grove Hill Medical Center, P.C.	Pulmonary
Werner	Morgan	Grove Hill Medical Center, P.C.	Cardiology
Zaem	Faisal	Grove Hill Medical Center, P.C.	Cardiology

Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Information Regarding Business Entities that are to Provide Services Following the Effective Date (P. A. 14-168 §1(d)(3)-(6))		
Names of Business Entities	Address of Each Service Location	Description of Services to be Provided at Each Location
Starling Physicians, P.C.	100 Simsbury Rd. Avon, CT	Internal Medicine, Hematology/Oncology, Nephrology and Cardiology
Starling Physicians, P.C.	533 Cottage Grove Rd. Bloomfield, CT	Internal Medicine, OB/GYN, Pulmonary, Nephrology, Endocrinology, Hematology/Oncology and Integrative Healthcare
Starling Physicians, P.C.	9 Cranbrook Blvd. Enfield, CT	Allergy/Immunology, Cardiology, Internal Medicine, Nephrology, Endocrinology, Rheumatology, OB/GYN, Infusion Center and Pulmonology
Starling Physicians, P.C.	11 South Road, Suite 240 Farmington, CT	Cardiology, Hematology/Oncology, Endocrinology, Nephrology, Pulmonology, Rheumatology and Internal Medicine
Starling Physicians, P.C.	704 Hebron Ave., Suite 201 Glastonbury, CT	Internal Medicine, Hematology/Oncology, Pulmonary, Sleep Medicine, Rheumatology and Allergy/Immunology
Starling Physicians, P.C.	703 Hebron Ave., 1st Floor Glastonbury, CT	Cardiology
Starling Physicians, P.C.	18 East Granby Rd. Granby, CT	Internal Medicine and Cardiology
Starling Physicians, P.C.	85 Seymour, Ste 900 Hartford, CT	Nephrology
Starling Physicians, P.C.	85 Seymour, Ste 923 Hartford, CT	Pulmonary and Sleep Medicine
Starling Physicians, P.C.	85 Seymour, Ste 901 Hartford, CT	Hematology/Oncology
Starling Physicians, P.C.	85 Seymour, Ste 1019 Hartford, CT	OB/GYN
Starling Physicians, P.C.	100 Retreat Ave., Suite 903 Hartford, CT	Infectious Diseases
Starling Physicians, P.C.	100 Retreat Ave., Ste 408 Hartford, CT	Laboratory
Starling Physicians, P.C.	100 Retreat Ave., Ste 400, 401 and 404 Hartford, CT	Endocrinology
Starling Physicians, P.C.	3580 Main Street Hartford, CT	Vascular access center for dialysis patients
Starling Physicians, P.C.	80 Seymour St., South 502 (Hartford Hospital) Hartford, CT	Hospitalist Medicine
Starling Physicians, P.C.	256 North Main Street Manchester, CT	Pulmonology and Sleep Medicine
Starling Physicians, P.C.	1559 Sullivan Avenue South Windsor, CT	OB/GYN
Starling Physicians, P.C.	47 East Main St Stafford Springs, CT	OB/GYN

Notice to Attorney General of Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Starling Physicians, P.C.	384 Merrow Rd. Tolland, CT	OB/GYN	See Attachment D-1 for list of zip codes.
Starling Physicians, P.C.	65 Memorial Rd., #405 West Hartford, CT	Cardiology	See Attachment D-1 for list of zip codes.
Starling Physicians, P.C.	1260 Silas Deane Wethersfield, CT	OB/GYN, Cardiology including nuclear imaging, Internal Medicine, Hematology and Oncology including infusion center, Allergy/Immunology, Pulmonary, Sleep Medicine, Rheumatology, Nephrology, Podiatry and Weekend Urgent Care	See Attachment D-1 for list of zip codes.
Starling Physicians, P.C.	N/A (at various nursing homes and assisted living centers)	Geriatric Medicine	Not applicable.
Starling Physicians, P.C.	300 Kensington Avenue New Britain, CT 06051	Internal Medicine, Endocrinology, Gastroenterology, Pulmonary, Hematology-Oncology, Rheumatology, OBGYN, Pediatrics, Radiology, Lab Drawing Station	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	One Lake Street New Britain, CT 06052	Urology, General Surgery, Dermatology, Ophthalmology, Orthopedics, Sports Medicine and Physiatry, Podiatry, Cardiology, Physical Therapy, Electrophysiology, Laboratory and Blood Drawing Station, Optical Shop, Sleep Medicine	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	292 West Main Street New Britain, CT 06052	ENT, Allergy, Balance Center	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	375 Willard Avenue Newington, CT 06111	Internal Medicine, Pediatrics, OBGYN, Cardiology, Urology, Lab Drawing Station, Pain Management - Interventional	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	184 East Street Plainville, CT 06062	Internal Medicine, Pediatrics, OBGYN, Lab Drawing Station	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	209 Main Street, Ste. C Southington, CT 06489	Internal Medicine, General Surgery, ENT, Cardiology, Urology, Lab Drawing Station	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	55 Meriden Avenue Southington, CT 06489	Ophthalmology	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	136 Berlin Road Cromwell, CT 06416	Internal Medicine	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	3640 Main Street Springfield, MA 01103	Ophthalmology	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	641 Farmington Avenue Bristol, CT 06011	Ophthalmology	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	360 North Main Street, #12 Southington, CT 06489	Orthopedics, Sports Medicine and Physiatry	See Attachment D-2 for list of zip codes.
Starling Physicians, P.C.	506 Cromwell Avenue Rocky Hill, CT	Dermatology	See Attachment D-2 for list of zip codes.

**Attachment D-1 to Schedule D of Notice of Material Change**  
**Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.**

**Zip Codes in Primary Service Area**

Avon	Bloomfield	Enfield	Farmington	Glastonbury (all offices)	Granby	
06070	21.69%	9.70%	06032	6.42%	06035	27.39%
06001	13.15%	06071	06107	6.15%	06070	12.79%
06019	8.07%	06096	06111	4.82%	06060	6.95%
06092	6.01%	06076	06001	4.23%	06026	6.48%
06089	4.53%	06078	06070	4.52%	06027	4.55%
06002	3.41%	06095	06010	3.76%	06090	3.25%
06032	3.07%	06016	06117	3.45%	06078	2.85%
06035	2.20%	06088	06110	3.31%	06096	2.58%
06026	2.16%	06029	06109	2.88%	06095	2.45%
06098	1.78%		06002	2.81%	06019	2.14%
06790	1.78%		06002	2.28%	06093	2.08%
06057	1.31%		06119	2.28%	01077	2.05%
06013	1.29%		06067	2.03%		75.57%
06010	1.27%		06037	1.98%		
06117	1.21%		06062	1.94%		
	75.33%		06106	1.87%		
			06053	1.80%		
			06085	1.69%		
			06489	1.57%		
			06019	1.51%		
			06095	1.46%		
			06033	1.35%		
			06457	1.31%		
			06114	1.26%		
			06118	1.22%		
			06040	1.10%		
			06105	1.08%		
			06035	1.04%		
			06013	0.97%		
			06416	0.97%		
			06074	0.94%		
			06790	0.92%		
			06051	0.92%		
			06108	0.76%		
			06082	0.70%		
			06052	0.61%		
			06066	0.59%		
			06057	0.58%		
			06089	0.56%		
				75.42%		

Hartford (all offices)	Manchester	Stafford Springs	South Windsor	Tolland	West Hartford
06106	06040	06076	No data because office is not yet opened.	06076	06107
7.07%	8.33%	82.08%		22.29%	7.16%
06114	06066			06084	06117
5.48%	7.25%	82.08%		06029	6.80%
06109	06042			06238	6.56%
4.81%	6.86%			06279	4.25%
06033	06095			06074	3.91%
3.82%	5.07%			06108	3.82%
06111	06118			06250	3.72%
3.57%	4.35%				3.11%
06095	06074				3.02%
3.25%	3.99%				2.83%
06118	06108				2.51%
3.13%	3.99%				1.91%
06108	06033				1.82%
2.57%	6.002				1.68%
2.47%	06114				1.50%
2.39%	06002				1.47%
06105	06119				1.45%
2.35%	2.17%				1.45%
06067	06002				1.45%
2.17%	1.81%				1.39%
06112	06119				1.27%
2.04%	2.54%				0.96%
06074	06238				0.96%
1.96%	06082				0.96%
06107	06084				0.93%
1.85%	06111				0.90%
06117	06070				0.87%
1.78%	06076				0.86%
06110	06075				0.77%
1.63%	06088				0.74%
06119	06096				0.71%
1.57%	06109				0.70%
06042	06279				0.64%
1.50%	06415				0.61%
06066	06026				0.56%
1.48%	06073				0.55%
06120	06078				0.53%
1.38%	06110				0.53%
06032	06112				0.53%
1.31%	06117				0.53%
06082	06226				0.53%
1.24%	06231				0.53%
06001	06234				0.53%
1.12%	06237				0.53%
06457	06239				0.53%
1.08%	06248				0.53%
06010	06250				0.53%
0.92%	06278				0.53%
06070					0.53%
0.91%					0.53%
06053					0.53%
0.88%					0.53%
06084					0.53%
0.87%					0.53%
06037					0.53%
0.79%					0.53%
06029					0.53%
0.78%					0.53%
06415					0.53%
0.77%					0.53%
06096					0.53%
0.75%					0.53%
06051					0.53%
0.68%					0.53%
06238					0.53%
0.64%					0.53%
06035					0.53%
0.63%					0.53%
06424					0.53%
0.57%					0.53%
06078					0.53%
0.57%					0.53%
06447					0.53%
0.53%					0.53%
75.16%					75.67%

Wethersfield	06109	12.27%
	06067	6.75%
	06111	6.63%
	06033	5.15%
	06118	3.61%
	06114	3.11%
	06106	2.90%
	06416	2.21%
	06040	2.03%
	06457	2.03%
	06095	1.95%
	06002	1.79%
	06108	1.77%
	06074	1.73%
	06107	1.72%
	06037	1.68%
	06066	1.25%
	06117	1.23%
	06119	1.10%
	06073	1.06%
	06415	1.03%
	06010	0.98%
	06042	0.98%
	06110	0.94%
	06053	0.92%
	06112	0.88%
	06105	0.84%
	06032	0.83%
	06424	0.72%
	06082	0.70%
	06447	0.69%
	06480	0.69%
	06051	0.66%
	06001	0.64%
	06238	0.63%
	06489	0.59%
	06029	0.59%
	06070	0.53%
	06248	0.51%
	06064	0.51%
		76.88%



Attachment D-2 to Schedule D of Notice of Material Change

Merger of Grove Hill Medical Center, P.C. and Connecticut Multispecialty Group, P.C.

Zip Codes in Primary Service Area

Address - CT

Town	Zip Code	300 Kensington Ave New Britain, CT 06051	One Lake Street New Britain, CT 06052	292 West Main Street New Britain, CT 06052	375 Willard Avenue Newington, CT 06111
Berlin	06037	15%		15%	10%
Bristol	06010	8%		7%	5%
Terryville	06786				
Cromwell	06416				
Farmington	06032				
Middletown	06457				
New Britain	06053	14%	13%	15%	11%
New Britain	06052		5%		
New Britain	06051	13%	10%	11%	10%
Newington	06111	8%	10%	9%	27%
Plainville	06062	9%	8%	10%	5%
Plantsville	06479				
Portland	06480				
Rocky Hill	06067				
Southington	06489	9%	9%	11%	4%
Wethersfield	06109	76%	76%	78%	4%
	TOTAL				76%

184 East Street	209 Main Street	55 Meriden Avenue	641 Farmington Avenue	136 Berlin Road
Plainville, CT 06062	Southington, CT 06489	Southington, CT 06489	Bristol, CT 06111	Cromwell, CT 06416
7%	11%	5%		6%
17%	7%	6%	67%	
			9%	26%
4%				40%
6%				
26%	8%		4%	
3%	9%		11%	5%
14%	40%		52%	
77%	75%		78%	77%

Address - MA	Address - CT	Town	Zip Code	Percentage
506 Cromwell Ave Rocky Hill, CT 06067	3640 Main Street, 1st floor Springfield, MA 01103	Enfield	06082	9%
		Westfield	01085	7%
		Agawam	01020	6%
12%		Springfield	01108	6%
		Greenfield	01301	5%
11%		W Springfield	01089	5%
		Springfield	01118	5%
		Agawam	01001	5%
		Chicopee	01013	5%
6%		Holyoke	01040	5%
		Feeding Hills	01030	4%
		Springfield	01104	4%
		E Longmeadow	01028	3%
29%		Springfield	01109	3%
19%		Easthampton	01027	3%
77%		<b>TOTAL</b>		<b>75%</b>

**AGREEMENT AND PLAN OF MERGER**

**by and among**

**CONNECTICUT MULTISPECIALTY GROUP, P.C.**

**and**

**GROVE HILL MEDICAL CENTER, P.C.**

Effective: January 1, 2016

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is executed as of the \_\_\_\_ day of December, 2015 (the "Execution Date"), by and between CONNECTICUT MULTISPECIALTY GROUP, P.C., a Connecticut professional corporation ("CMG") and GROVE HILL MEDICAL CENTER, P.C., a Connecticut professional corporation ("GH"). CMG or GH may be referred to herein individually as a "Party" or collectively as the "Parties."

### BACKGROUND

A. CMG and GH each believe it is in the best interests of their respective corporations that CMG and GH combine into a single company through the statutory merger of GH with and into CMG (the "Merger"), all in accordance with Section 33-815 of the Connecticut Business Corporation Act (the "CBCA").

B. The Parties intend to effect the transaction in such a manner that the Merger will constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), whereby all of the outstanding shares of GH's common stock will be exchanged for the right to receive shares of CMG's common stock as set forth herein, and the common stock of GH will be cancelled.

C. The Merger, this Agreement and the transactions contemplated by this Agreement have been duly authorized and approved by the board of directors and shareholders of CMG and GH.

### AGREEMENT

NOW THEREFORE, in consideration of the premises set forth above and the mutual representations, warranties, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

#### SECTION 1. DEFINITIONS

Whenever used in this Agreement, the following terms and phrases shall have the following respective meanings:

"**Authority**" means the United States of America or any other nation, any state or other political subdivision thereof, or any entity, agency or authority (foreign, federal, state or local) exercising executive, legislative, judicial, regulatory or administrative functions of government.

"**Authorizations**" shall have the meaning set forth in Section 4.6(b).

"**CBCA**" shall mean the Connecticut Business Corporation Act, as amended.

"**Certificate of Merger**" shall have the meaning set forth in Section 2.2.

“Closing” shall have the meaning set forth in Section 2.2.

“Closing Date” shall have the meaning set forth in Section 2.2.

“CMG” means Connecticut Multispecialty Group, P.C., a Connecticut professional corporation.

“CMG Branch” shall have the meaning set forth in Section 3.5.

“CMG Branch Board” shall have the meaning set forth in Section 3.5.

“CMG Certificate” and “CMG Certificates” shall have the meaning set forth in Section 3.7(a).

“CMG Employee Benefit Plan” means: (a) an Employee Benefit Plan (other than a defined benefit pension plan or a multiemployer plan) maintained or previously maintained since January 1, 2010 by CMG or an ERISA Affiliate of CMG; and (b) an Employee Benefit Plan that is a defined benefit pension plan maintained or previously maintained by CMG or an ERISA Affiliate of CMG since the effective date of ERISA, or a multiemployer plan in which CMG or an ERISA Affiliate of CMG participated since the effective date of ERISA.

“CMG Financial Statements” shall have the meaning set forth in Section 5.8.

“CMG Indebtedness” shall have the meaning set forth in Section 5.10.

“CMG Locations” shall have the meaning set forth in Section 5.9(a).

“CMG Material Contracts” shall have the meaning set forth in Section 5.11.

“CMG Plan” shall have the meaning set forth in Section 6.8(a).

“CMG Providers” shall have the meaning set forth in Section 7.5.

“CMG Real Property Leases” shall have the meaning set forth in Section 5.9(a).

“CMG Shareholders” shall have the meaning set forth in Section 3.6(a).

“CMG Shares” shall have the meaning set forth in Section 3.6(a).

“CMG Tax Returns” shall have the meaning set forth in Section 5.8.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

“Contract” means a purchase order, sales agreement, equipment lease, distribution agreement, licensing agreement, franchise, bond, note, mortgage, indenture,

guaranty, release, instrument, contract or legally binding arrangement, agreement or commitment (in every case, oral or written).

**"Disclosure Schedules"** shall have the meaning set forth in the first paragraph of Section 4 and Section 5.

**"Due Diligence"** means all of the documents and information provided by CMG and GH to the other Party prior to the execution of this Agreement through the Intralinks Exchange data portal and the supplemental information and documents provided by CMG and GH to the other Party separate from the Intralinks Exchange, pursuant to the joint due diligence request list made by the Parties.

**"Effective Time"** shall have the meaning set forth in Section 2.3.

**"Employee Benefit Plan"** means each of the following which are maintained or were previously maintained by the applicable Party or an ERISA Affiliate of the applicable Party for current or former employees, whether funded or unfunded (other than any statutory or tax-based programs such as workers' compensation or Social Security): (a) each deferred compensation, pension, profit-sharing, retirement, stock option or stock appreciation rights plan, arrangement or practice (including any related "rabbi trusts" or similar arrangements); (b) each medical, dental, vision, or retiree medical plan or arrangement (including any Section 125 plans and "welfare benefit funds" under Section 419(e) of the Code); (c) each life insurance, disability, or other welfare benefit or fringe benefit plan, arrangement or practice (including any related "welfare benefit funds" under Section 419(e) of the Code); (d) each severance pay plan; (e) each bonus, paid time off, vacation, holiday, or sick leave plan, policy or practice; (f) each employment agreement; and (g) each other plan, arrangement, policy, practice or agreement to which the applicable Party or any ERISA Affiliate of the applicable Party is a party, whether legally binding or not, which affects one or more of its or their employees or former employees, including but not limited to all "employee benefit plans" as defined by Section 3(3) of ERISA.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated pursuant thereto.

**"ERISA Affiliate"** means any entity which is a member of: (a) a controlled group of corporations (as defined in Section 414(b) of the Code) that includes the applicable Party; (B) a group of trades or businesses that includes the applicable Party and that is under common control (as defined in Section 414(c) of the Code); or (c) an affiliated service group that includes the applicable Party (as defined in Section 414(m) of the Code or the regulations under Section 414(o) of the Code).

**"Execution Date"** shall mean the date this Agreement is signed by CMG and GH.

**"GH"** means Grove Hill Medical Center, P.C., a Connecticut professional corporation.

**"GH Branch"** shall have the meaning set forth in Section 3.5.

“**GH Branch Board**” shall have the meaning set forth in Section 3.5.

“**GH Certificate**” and “**GH Certificates**” shall have the meaning set forth in Section 3.7(b).

“**GH Employee Benefit Plan**” means: (a) an Employee Benefit Plan (other than a defined benefit pension plan or a multiemployer plan) maintained or previously maintained since January 1, 2010 by GH or an ERISA Affiliate of GH; and (b) an Employee Benefit Plan that is a defined benefit pension plan maintained or previously maintained by GH or an ERISA Affiliate of GH since the effective date of ERISA, or a multiemployer plan in which GH or an ERISA Affiliate of GH participated since the effective date of ERISA.

“**GH Entities**” shall mean GH, GHMC and IA.

“**GH Financial Statements**” shall have the meaning set forth in Section 4.8.

“**GH Indebtedness**” shall have the meaning set forth in Section 4.10.

“**GH Locations**” shall have the meaning set forth in Section 4.9(a).

“**GH Material Contracts**” shall have the meaning set forth in Section 4.11.

“**GHMC**” means GHMC, Inc., a Connecticut corporation that is wholly owned by GH.

“**GH Plan**” shall have the meaning set forth in Section 6.8(a).

“**GH Providers**” shall have the meaning set forth in Section 7.4.

“**GH Real Property Leases**” shall have the meaning set forth in Section 4.9(a).

“**GH Shareholders**” shall have the meaning set forth in Section 3.6(b).

“**GH Shares**” shall have the meaning set forth in Section 3.6(b).

“**GH Tax Returns**” shall have the meaning set forth in Section 4.8.

“**IA**” means Investment Associates, Limited Partnership, which shall be converted prior to the Closing Date into a Connecticut limited liability company with the name Investment Associates, LLC, as described in Section 3.8(b).

“**IA Reorganization**” shall have the meaning set forth in Section 3.8(b).

“**Indebtedness**” means outstanding loans, including bank term loans, bank revolving credit loans, borrowings from lending institutions other than banks, and any other notes or debts for borrowed money; outstanding equipment purchase financing obligations and equipment lease obligations; any note payable or debt owed to former shareholders for deferred



compensation or for purchase of their common stock; and any other loans, notes, advances, or guaranty owed by a Party.

“**IRS**” shall mean the Internal Revenue Service.

“**Knowledge**” and “**best of knowledge**” or similar phrases means and refers to the actual knowledge of the officers and/or directors of such Party with respect to the matter in question, and knowledge with respect to such matter that any or all of them could reasonably expect to obtain upon a reasonable investigation and inquiry into the matter in question, unless otherwise noted herein.

“**Laws**” shall have the meaning set forth in Section 4.3(a).

“**Liens**” means any mortgage, pledge, security interest, encumbrance, proxy, claim, rights of first refusal, preemptive right, restriction, easement, covenant, license, option, title defect, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other laws, which secures the payment of a debt (including, without limitation, any Tax) or the performance of an obligation.

“**Management Services Agreement**” shall have the meaning set forth in Section 3.8(c).

“**Material Adverse Effect**” means any (a) circumstance or event which, individually or in the aggregate with all other circumstances or events with respect to which such phrase is used in a particular section of this Agreement, is reasonably likely to be material and adverse to the business, financial condition, operating results, assets, operations or business prospects of either Party, taken as a whole, whether or not covered by insurance, or (b) any event, change, effect that has occurred that (when taken together with all other events, changes or effects that have occurred) is likely to prevent or materially delay the performance of a Party under this Agreement or the transactions contemplated hereby. Any event, change or effect susceptible of measurement in monetary terms, which, when considered together with similar events, changes or effects, does not exceed the amount of \$100,000, shall not be considered a Material Adverse Effect.

“**Merger**” shall mean the statutory merger of GH with and into CMG in accordance with Section 33-815 of the CBCA.

“**MSO**” shall mean Connecticut Multispecialty Group MSO, LLC, a Connecticut limited liability company that is wholly owned by CMG.

“**NPS**” shall mean National Physicians Services, LLC, a Connecticut limited liability company that is 50% owned by CMG.

“**NPS Net Profits**” shall have the meaning set forth in Section 6.9(g).

**"Permitted Liens"** means (a) liens for current property taxes not yet due and payable, and (b) other imperfections of title, restrictions or encumbrances, if any, which imperfections, restrictions or encumbrances do not, individually or in the aggregate, materially impair the continued use and operation of the assets of the party to which they relate and do not affect the merchantability of the title to the assets of the party to which they relate.

**"Person"** means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a business or other trust, a joint venture, a company, any other business entity, an unincorporated organization and an Authority.

**"Shareholder Employment Agreement"** shall have the meaning set forth in Section 6.6(a).

**"Stock Purchase Agreement"** shall have the meaning set forth in Section 6.7.

**"Subsidiaries"** shall have the meaning set forth in Section 3.8.

**"Surviving Corporation"** shall mean CMG, as set forth in Section 2.1.

**"Taxes"** means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including interest, penalties or additions to tax or additional amounts in respect of the foregoing.

**"Tax Return"** means any return, declaration, report, claim for refund, information return or other document (including any related or supporting schedule, statement or information or amended return) filed or required to be filed in connection with the determination, assessment or collection of any Tax of any party or the administration of any laws, regulations, or administrative requirements relating to any Tax.

**"Transfer Tax"** shall have the meaning set forth in Section 3.9.

## SECTION 2. THE MERGER

2.1 The Merger. Upon the terms of and subject to the conditions set forth in this Agreement and in accordance with Section 33-815 the CBCA, at the Effective Time (as defined below), GH shall be merged with and into CMG. At the Effective Time, the separate corporate existence of GH shall cease, and CMG shall continue its corporate existence under the laws of the State of Connecticut as the surviving corporation. CMG, after giving effect to the Merger, shall be referred to herein as the **"Surviving Corporation."**

2.2 Closing. The closing of the Merger (the **"Closing"**) shall take place at the offices of Reid and Riege, P.C., commencing at 10:00 a.m., on December 15, 2015 or at such other date, time or place as may be agreed to by CMG and GH (the **"Closing Date"**),

provided however, that if the conditions set forth in Sections 7, 8 and 9 hereof (other than those conditions which by their terms can only be satisfied on the Effective Time) have not been satisfied or waived by said date, then the Closing shall take place on a subsequent date as determined by the mutual agreement of the Parties. All documents necessary to complete the Merger and the transactions contemplated by this Agreement shall be signed and delivered at the Closing and all documents delivered at the Closing shall be held in escrow by counsel for CMG and GH until the Effective Time. Notwithstanding the foregoing, promptly after the Closing is complete, the Parties will file a Certificate of Merger, substantially in the form attached hereto as Exhibit A (the "Certificate of Merger"), and the amended and restated Certificate of Incorporation of the Surviving Corporation with the Connecticut Secretary of State, which documents shall be effective as of the Effective Time notwithstanding that the actual filing date shall be earlier.

2.3 Effective Time of the Merger. The Merger shall become effective at 12:00 a.m., local time, on January 1, 2016 (the "Effective Time").

2.4 Tax Free Merger. The Parties intend that the Merger qualify as a tax free reorganization pursuant to Section 368(a)(1)(A) of the Code, and the Parties will not knowingly take any actions that disqualify the Merger for such treatment.

### SECTION 3. EFFECTS OF MERGER

3.1 Effects of the Merger. From and after the Effective Time, the Merger shall have the effects set forth in the applicable sections of the CBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property (real, personal and mixed), rights, contract rights, privileges and powers of CMG and GH shall continue as the property, rights, contract rights, privileges and powers of the Surviving Corporation, and all debts, liabilities, obligations and duties of CMG and GH shall continue as debts, liabilities, obligations and duties of the Surviving Corporation.

3.2 Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of CMG shall be amended in its entirety to read as set forth in Exhibit B, and as so amended shall be the Certificate of Incorporation of the Surviving Corporation, and thereafter may be amended in accordance with its terms and applicable law. At the Effective Time, the name of CMG shall be changed to "Starling Physicians, P.C."

3.3 Bylaws. At the Effective Time, the Bylaws of CMG shall be amended in its entirety to read as set forth in Exhibit C, and as so amended shall be the Bylaws of the Surviving Corporation, and thereafter may be amended in accordance with its terms and applicable law.

3.4 Directors and Officers. As of the Effective Time, the individuals identified on Exhibit D shall be elected and serve as the members of the Executive Board, the members of the Branch Boards and the officers of the Surviving Corporation, in each case until their respective successors are duly elected and qualified or until their death, resignation or

removal in accordance with the Bylaws and Certificate of Incorporation of the Surviving Corporation and the CBCA.

3.5 Branches of the Surviving Corporation. As of the Effective Time, and in accordance with the Bylaws and Certificate of Incorporation of the Surviving Corporation, the Surviving Corporation shall have two operating branches, as follows: (a) the “**CMG Branch**,” which shall include all of the physicians, practitioners and medical practice operations at the CMG Locations; and (b) the “**GH Branch**,” which shall include all of the physicians, practitioners and medical practice operations at the GH Locations. The CMG Branch and the GH Branch shall each have its own Branch-level board of directors (the “**CMG Branch Board**” and the “**GH Branch Board**” respectively), which shall be established and shall operate in accordance with the Bylaws of the Surviving Corporation.

3.6 Conversion of Stock. Immediately upon the Effective Time, by virtue of the Merger and without any action on the part of any Party to the Merger or the holder of any of the common stock of CMG or GH:

(a) Each holder of record of any shares of common stock, of any class, of CMG (the “**CMG Shares**”) issued and outstanding immediately prior to the Effective Time, as set forth on Schedule 3.6(a) attached hereto (the “**CMG Shareholders**”), shall exchange one (1) share of common stock of CMG, of any class, for one (1) share of common stock of the Surviving Corporation in the class to be designated as “**CMG Common**” under the Certificate of Incorporation of the Surviving Corporation, and the CMG Shares shall be cancelled.

(b) Each holder of record of any shares of common stock of GH (the “**GH Shares**”) issued and outstanding immediately prior to the Effective Time, as set forth on Schedule 3.6(b) attached hereto (the “**GH Shareholders**”), shall exchange one hundred (100) shares of common stock of GH for one (1) share of common stock of the Surviving Corporation in the class to be designated as “**GH Common**” under the Certificate of Incorporation of the Surviving Corporation, and the GH Shares shall be cancelled.

### 3.7 Cancellation of Stock Certificates.

(a) At or prior to the Closing, each CMG Shareholder holding CMG Shares shall deliver to CMG the stock certificates representing the CMG Shares issued to such CMG Shareholder (each, a “**CMG Certificate**” and collectively, the “**CMG Certificates**”), or a lost stock affidavit (if the original certificate is lost), along with a duly executed power to transfer stock signed and dated as of the Effective Time. At the Closing, CMG shall deliver to each CMG Shareholder, a written statement setting forth the number of shares issued to him or her in the Surviving Corporation effective as of the Effective Time and containing the other information required by the CBCA for uncertificated shares. Each CMG Certificate for the CMG Shares shall be cancelled by the Surviving Corporation as of the Effective Time. As of the Effective Time, no CMG Shareholder shall have any rights with respect to a CMG Certificate for CMG Shares other than to surrender such CMG Certificate pursuant to this Section 3.7(a).

(b) At the or prior to Closing, each GH Shareholder holding GH Shares shall deliver to GH the stock certificates representing the GH Shares issued to such GH Shareholder (each, a “**GH Certificate**” and collectively, the “**GH Certificates**”), or a lost stock affidavit (if the original certificate is lost), along with a duly executed power to transfer stock signed and dated as of the Effective Time. At the Closing, CMG shall deliver to each GH Shareholder, a written statement setting forth the number of shares issued to him or her in the Surviving Corporation effective as of the Effective Time and containing the other information required by the CBCA for uncertificated shares. Each GH Certificate for the GH Shares shall be cancelled by GH as of the Effective Time. As of the Effective Time, no GH Shareholder shall have any rights with respect to a GH Certificate for GH Shares other than to surrender such GH Certificate pursuant to this Section 3.7(b).

3.8 Subsidiaries and Minority Owned Interests. GH and CMG have ownership interests in certain entities as set forth on Schedule 3.8 (the “**Subsidiaries**”). As of the Effective Time, the ownership interests of GH and CMG in the Subsidiaries shall be held by the Surviving Corporation, as follows:

(a) As of the Effective Time, the Surviving Corporation shall become the sole shareholder of GHMC, Inc. (“**GHMC**”). At the Closing, GH shall deliver to CMG the stock certificate representing one (1) share of common stock of GHMC owned by GH, which represents all of the issued and outstanding common stock of GHMC, along with a duly executed power to transfer stock signed and dated as of the Effective Time, which stock certificate shall be cancelled as of the Effective Time. At the Closing, GH shall deliver to the Surviving Corporation a stock certificate representing one (1) share of common stock of GHMC issued to the Surviving Corporation effective as of the Effective Time.

(b) Prior to the Closing, Investment Associates, Limited Partnership (“**IA**”) shall have purchased all of the interests of the individual limited partners and GHMC shall have become the sole partner of IA, and thereafter IA shall be converted to a limited liability company with GHMC as its sole member (the “**IA Reorganization**”). After the Effective Time, the cost associated with the purchase of the limited partnership interests in IA shall be allocated as a cost of the GH Branch of the Surviving Corporation.

(c) As of the Effective Time, the Surviving Corporation shall remain as the sole member of Connecticut Multispecialty Group MSO, LLC (the “**MSO**”). At the Closing, CMG shall deliver a Certificate of Amendment to the Articles of Organization for the MSO to change the name of the MSO to Starling Physicians MSO, LLC effective as of the Effective Time, which Certificate of Amendment shall be filed with the Connecticut Secretary of State after the Closing Date and prior to the Effective Time. As of the Effective Time, the MSO shall provide medical practice management and administrative services to the Surviving Corporation in accordance with the Management Services Agreement in the form attached hereto as Exhibit E (the “**Management Services Agreement**”).

(d) As of the Effective Time, the Surviving Corporation shall remain as a member of National Physicians Services, LLC, a Connecticut limited liability company (“**NPS**”), owning a fifty percent (50%) membership interest thereof.

3.9 Controlling Interest Transfer Tax. CMG and GH acknowledge that the Merger will likely trigger a controlling interest transfer tax related to the real property owned by IA in accordance with Section 12-638a et seq. of the Connecticut General Statutes (the "Transfer Tax"). The Transfer Tax shall be allocated equally between the CMG Branch and the GH Branch.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES OF GH

GH, on behalf of itself and its subsidiaries, GHMC and IA (collectively, GH, GHMC and IA shall be referred to as the "GH Entities"), makes the representations and warranties set forth in this Section 4, to CMG, subject to the disclosures made in the Due Diligence and the schedules delivered with this Agreement (the "GH Disclosure Schedules"), which representations and warranties will be true and correct on the Execution Date and will continue to be true and accurate on the Closing Date and the Effective Time as if given on such dates. GH and CMG acknowledge and agree that the representations and warranties made in this Section 4 shall not survive the Closing.

4.1 Organization and Good Standing. GH is a professional corporation duly organized and validly existing under the laws of the State of Connecticut, and has all necessary corporate power and authority to carry on its business as presently conducted, to own and lease the assets which it owns and leases and to perform all its obligations under each agreement and instrument by which it is bound. GH has not engaged, in any material respect, in any trade or business other than the business of rendering medical services. GH has provided to CMG true and complete copies of the Certificate of Incorporation, Bylaws, the stock purchase agreements in GH's possession and other corporate records of GH in effect as of the Execution Date, and which shall remain in effect as of the Effective Time, before giving effect to the transactions contemplated hereby.

4.2 Power and Authorization. GH has full legal right, power and authority to enter into and perform its obligations under this Agreement, to execute and deliver the other agreements and documents required to be delivered by GH prior to or at the Closing, and to perform its obligations and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance by GH of this Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action in accordance with the CBCA and GH's Certificate of Incorporation and Bylaws. This Agreement has been duly and validly executed and delivered by GH and constitutes the legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by equitable considerations and bankruptcy, insolvency, and similar laws affecting creditors' rights generally. When executed and delivered as contemplated herein, this Agreement shall constitute the legal, valid, and binding obligation of GH.

4.3 Conflicts and Consents.

(a) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated thereby do not and will not (with or without the passage of time or the giving of notice): (i) violate or conflict with GH's Certificate of

Incorporation or Bylaws or any federal, state or local law (including, without limitation, principles of common law), statute, ordinance or regulation (collectively, "Laws"); (ii) violate or conflict with any decision, judgment, order or other requirement of any arbitrator, court or Authority binding upon any of the GH Entities; (iii) except as described on Schedule 4.3 hereof, violate or conflict with, result in a breach of, or constitute a default or otherwise cause any loss of benefit under any agreement or other obligation to which any of the GH Entities is a party or by which it or any of its assets are bound, or give to others any rights (including rights of termination, foreclosure, cancellation or acceleration), in or with respect to any of the GH Entities or any of its property or assets; or (iv) result in, require or permit the creation or imposition of any Lien of any nature upon or with respect to the property or assets of any of the GH Entities.

(b) Schedule 4.3 describes each consent or approval of, or registration, notification, filing, and/or declaration with, any court or Authority, or to the Knowledge of GH, any creditor, lessor or other Person required to be given or made by any of the GH Entities in connection with the execution, delivery, and performance of this Agreement and the other agreements and instruments contemplated herein. Except as set forth on Schedule 4.3, there are no such consents, approvals, registrations, notifications, filings or declarations which have been obtained or made or will be obtained or made involving payment of premium or penalty by, or loss of benefit to, any of the GH Entities which would have a Material Adverse Effect. All such consents, approvals, registrations, notifications, filings, and declarations have been obtained or made or will be obtained or made prior to the Closing, or prior to the Effective Time upon mutual agreement of the Parties, except to the extent that the failure to obtain or make them will not prevent, restrict or otherwise inhibit in any material respect GH from being operated in the same manner operated immediately prior to Effective Time.

(c) There are no judicial, administrative or other governmental actions, proceedings or investigations pending or, to the knowledge of GH, threatened, that would prevent, enjoin, materially alter or materially delay the transactions contemplated by this Agreement or any of the other agreements or instruments contemplated hereby or which, if adversely determined, would have a Material Adverse Effect upon the ability of GH to enter into or perform its obligations under this Agreement or any of the other agreements or instruments contemplated hereby. GH has not received any request from any governmental agency or instrumentality for information with respect to the transactions contemplated hereby.

#### 4.4 Capitalization; Ownership of Shares.

(a) The authorized capital stock of GH consists of 15,000 shares of common stock with no par value. Ownership of the GH Shares is set forth on Schedule 3.6(b). All of the GH Shares are duly authorized, validly issued and outstanding, fully paid and non-assessable, and have been issued in compliance with applicable securities Laws. No Person has any preemptive or other similar right with respect to any such equity interests or other securities. Except for the stock purchase agreements between GH and the GH Shareholders, there are no offers, options, warrants, subscription rights (including preemptive rights), agreements or commitments of any kind (contingent or otherwise) relating to the issuance, conversion, voting, sale or transfer of any

equity interests or other securities of GH or obligating GH or any other Person to purchase or redeem any such equity interests or other securities.

(b) The GH Shareholders own the GH Shares beneficially and of record, free and clear of any Lien. Except for the stock purchase agreements between GH and the GH Shareholders, there are no shareholder or other agreements affecting the right of any GH Shareholder to deliver the GH Shares to CMG for cancellation in exchange for shares of common stock of the Surviving Corporation as contemplated by this Agreement.

#### 4.5 Subsidiaries.

(a) GH is the owner of one (1) share of common stock of GHMC, which is all of the issued and outstanding common stock of GHMC. GHMC is a corporation duly organized and validly existing under the laws of the State of Connecticut, and has all necessary corporate power and authority to carry on its business as presently conducted, to own and lease the assets which it owns and leases and to perform all its obligations under each agreement and instrument by which it is bound. GHMC has not engaged, in any material respect, in any trade or business other than acting as the general partner or, after the Closing Date, the sole member, of IA. GH has provided to CMG true and complete copies of the Certificate of Incorporation, Bylaws and other corporate records of GHMC in effect as of the Execution Date, and except for changes made prior to Closing which are mutually agreed upon by the Parties, which shall remain in effect as of the Effective Time, before giving effect to the transactions contemplated hereby.

(b) As of the Execution Date, GHMC is the general partner of IA and owns 1% of IA and the GH Shareholders are the limited partners of IA owning 99% of IA collectively. After the IA Reorganization and on the Closing Date and the Effective Time, GHMC shall own all of the limited liability membership interests of IA. As of the Closing Date and the Effective Time, IA shall be a limited liability company duly organized and validly existing under the laws of the State of Connecticut, and have all necessary power and authority to carry on its business as presently conducted, to own and lease the assets which it owns and leases and to perform all its obligations under each agreement and instrument by which it is bound. IA has not engaged, in any material respect, in any trade or business other than the business of owning or leasing, and leasing to GH, real and personal property. GH has provided to CMG true and complete copies of the Certificate of Limited Partnership, the Amended and Restated Partnership Agreement and other records of IA in effect as of the Execution Date. On the Closing Date, GH shall have provided true and complete copies of the articles of organization, operating agreement and other records of IA in effect as of the Closing Date and as of the Effective Time, before giving effect to the transactions contemplated hereby.

#### 4.6 Compliance with Laws.

(a) The GH Entities have, to the best of GH's knowledge, complied in all material respects with all applicable Laws to which its business may be subject. There has not been any written notice, order or other communication from any governmental agency or instrumentality with respect to, and to the best of GH's knowledge it has no basis to expect, any alleged, actual or potential violation of or failure to comply with any Law by GH or in



connection with its business or its assets, which would have a Material Adverse Effect if GH is found to have violated or failed to comply with such Law.

(b) Except as disclosed in the Due Diligence provided by GH, to the Knowledge of GH, all federal, state, local, and other governmental consents, licenses, permits, accreditations, certificates of need and identification numbers issued by Authorities, and other accreditations and authorizations (collectively, "**Authorizations**") required for the operation of the business of the GH Entities as currently conducted have been obtained by the GH Entities and are in full force and effect without any material default or material violation thereunder. To the Knowledge of GH, there has not been any written notice of any material claim or material charge that any of the GH Entities or the operation of its business is or was in violation of or in default under any such Authorization, and no proceeding is pending or, to the knowledge of GH, threatened by any Person to revoke or deny the renewal of any Authorization of any of the GH Entities. All licenses and registrations required for clinical employees of GH to provide services, including physicians, physician assistants, APRNs, nurses, laboratory technicians and x-ray technicians, shall be current and in full force and effect as of the Closing Date and the Effective Time.

4.7 Litigation. Except as disclosed in the Due Diligence provided by GH, there are no pending legal actions, suits, proceedings (arbitration or otherwise) or claims against the GH Entities, or to the best of GH's knowledge, any investigations with respect to any of the GH Entities or its business or assets, or its directors, officers, shareholders, members or agents in their capacities as such, before or by any court or governmental agency or instrumentality, or before an arbitrator of any kind, and no such pending action, suit, proceeding, claim or known investigation, if determined adversely, would either individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in the Due Diligence provided by GH, to the best knowledge of GH, no such action, suit, proceeding, claim or investigation is presently threatened or contemplated, and to GH's knowledge there are no facts which could reasonably serve as a basis for any such action, suit, proceeding, claim or investigation. There are no unsatisfied judgments, penalties or awards against or affecting any of the GH Entities or any of its business, properties or assets.

4.8 Tax Returns and Financial Statements. In the Due Diligence, GH has provided CMG with copies of an audited balance sheet, profit and loss statement, and statement of cash flows and shareholders' equity for the fiscal years ending December 31, 2014, 2013 and 2012 (the "**GH Financial Statements**") and GH's Federal and Connecticut Income Tax Returns for years ending December 31, 2013, 2012 and 2011 (the "**GH Tax Returns**"). GH represents that, to the Knowledge of GH, the GH Financial Statements and GH Tax Returns are true and correct in all material respects as of the dates thereof, that they fairly present the financial condition and results of operations of GH as of the dates thereof and for the periods indicated therein, and that they have been prepared in accordance with GAAP applied consistently throughout the periods involved. All Taxes required to be paid by GH (whether or not reflected on Tax Returns) have been fully and timely paid, and there are no levies, liens, or other encumbrances relating to Taxes existing, threatened or pending with respect to any asset of any of the GH Entities.

#### 4.9 Title to Property and Encumbrances.

(a) In the Due Diligence, GH has provided a complete and accurate description of all of the real property owned or leased and used by GH in the conduct of GH's business (the "**GH Locations**"). GH has made available to CMG a true, correct and complete copy of each lease for each leased GH Location (the "**GH Real Property Leases**"). All rents due under the GH Real Property Leases have been paid and there exists no default by GH or to the Knowledge of GH, by any other party to such leases under the terms of such leases and no event has occurred which, upon passage of time or the giving of notice, or both, would result in any event of default by GH or to the Knowledge of GH, by any other party to such leases, or would prevent GH from exercising and obtaining the benefits of any rights or options contained therein.

(b) Except as disclosed in the Due Diligence provided by GH, to the Knowledge of GH, each of the GH Entities have good title to all of its respective properties and assets, whether real or personal, tangible or intangible, free and clear of any Lien other than any Permitted Lien. With respect to the property and assets leased by any of the GH Entities, to the Knowledge of GH, the GH Entities are in compliance with such leases and hold a valid leasehold interest free of any Liens, claims or encumbrances. Except as disclosed in the Due Diligence provided by GH, to the Knowledge of GH, all material personal properties and tangible assets (including, without limitation, furniture, fixtures, medical equipment, computers, supplies and inventory) owned by or leased by the GH Entities are in the possession of and under the control of GH and are in good condition and repair, ordinary wear and tear excepted and items out of service for repair or maintenance in the ordinary course of business consistent in amount and value with past experience excepted, are suitable for the purposes for which they are being used and are of a condition, nature, and quantity sufficient for the conduct of GH's business as it is presently conducted. Except as disclosed in the Due Diligence provided by GH, no material asset or material property at the GH Locations are owned or leased by any Person other than the GH Entities.

4.10 Outstanding Indebtedness. In the Due Diligence, GH has provided a list of all bank loans and other notes payable, material debt obligations or material Indebtedness owed by the GH Entities (the "**GH Indebtedness**"). Except as disclosed in the Due Diligence provided by GH, the GH Entities have, to the best of GH's knowledge, performed in all material respects all obligations and loan covenants required to be performed by the GH Entities under the GH Indebtedness, and to the best knowledge of GH, no material condition exists or material event has occurred, which with notice or lapse of time would constitute a default or a basis for default or non-performance by the GH Entities with respect to the GH Indebtedness. To the best of its knowledge, the GH Entities have no other outstanding material loans that have not been disclosed in the Due Diligence provided by GH.

4.11 Contracts. In the Due Diligence, to the Knowledge of GH, GH has provided CMG with a current, true and correct copy of all material agreements or Contracts and an accurate summary of all material oral agreements or Contracts, in effect as of the Execution Date, and shall provide copies of any additional material Contracts entered into between the Execution Date and the Effective Time, to which any of the GH Entities is or may

be a party to or otherwise bound by (collectively, the "GH Material Contracts"). To the Knowledge of GH, each GH Material Contract is valid, binding and in full force and effect and is enforceable by the GH Entities in all material respects in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity. To the Knowledge of GH, the GH Entities are not (with or without the lapse of time or the giving of notice, or both) in material breach of, or material default under, any of the GH Material Contracts, and, to the best knowledge of GH, no other party to any of the GH Material Contracts is (with or without the lapse of time or the giving of notice, or both) in material breach of, or material default under, any of the GH Material Contracts. To the extent required, on or before the Effective Time, each other party to the GH Material Contracts shall have consented to or been given notice of (where such consent or notice is necessary) the Merger and the GH Material Contracts shall remain in effect after the Closing unless otherwise mutually determined by the Parties after Closing, but prior to the Effective Time, or by the Surviving Corporation after the Effective Time.

4.12 Insurance. To the Knowledge of GH, GH has at all times maintained insurance for the GH Entities relating to its business operations and all insurable properties and assets, including property, fire, casualty, general liability, professional liability and workers' compensation insurance. To the Knowledge of GH, such insurance: (i) is in full force and effect; and (ii) is sufficient for material compliance with all requirements of applicable Law. To the Knowledge of GH, GH has not received any notice of cancellation or notice of a material amendment of any such insurance policy. To the Knowledge of GH, all material claims made during the last three (3) years under GH's general liability insurance, professional liability insurance or workers' compensation policies have been disclosed through the Due Diligence. To the Knowledge of GH, all open material claims are described in reasonable detail in the Due Diligence provided by GH.

#### 4.13 Employee Benefit Plans.

(a) In the Due Diligence, to the Knowledge of GH, GH has provided a list of all of the GH Employee Benefit Plans. With respect to each GH Employee Benefit Plan, to the Knowledge of GH, GH has delivered (or made available) to CMG true and complete copies of all material plan documents, amendments and summary plan descriptions relating to each such plan (or, if the plan has not been reduced to writing, an accurately written description of the plan). Except as disclosed in the Due Diligence provided by GH, to the Knowledge of GH, neither GH nor any ERISA Affiliate of GH maintains or sponsors or previously maintained or sponsored, nor is GH or any ERISA Affiliate of GH required to make contributions to or incur the expense of, any GH Employee Benefit Plan.

(b) Each GH Employee Benefit Plan complies (and has complied) with, and has been administered in accordance with, all applicable laws, statutes, ordinances, rules, regulations and orders in all material respects, and has been operated in accordance with its respective terms in all material respects, and is in material compliance with all applicable statutory and regulatory standards and requirements with respect to form, fiduciary conduct and reporting and disclosure to governmental agencies and participants. To the Knowledge of GH,

no act or omission has occurred with respect to any GH Employee Benefit Plan that would subject GH to any material fine, penalty, tax or liability of any kind imposed by ERISA or the Code (other than liabilities for benefits accrued for employees of GH or their beneficiaries under a GH Employee Benefit Plan). Other than claims in the ordinary course for benefits with respect to any such GH Employee Benefit Plan, there are no actions, suits or claims pending or, to the Knowledge of GH, threatened with respect to any GH Employee Benefit Plan, or any circumstances which might give rise to any such actions, suits or claims.

(c) To the Knowledge of GH, no "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975(c) of the Code) has occurred with respect to any GH Employee Benefit Plan that could subject GH or any ERISA Affiliate to any material excise tax. To the Knowledge of GH, each "fiduciary" (within the meaning of Section 3(21)(A) of ERISA) has complied in all material respects with the requirements of the Code, ERISA and all other applicable laws with respect to each GH Employee Benefit Plan.

(d) To the Knowledge of GH, contributions to each GH Employee Benefit Plan have been made and allocated pursuant to the provisions of such GH Employee Benefit Plan and are sufficient in amount to meet all claims of participants, beneficiaries and other recipients of plan benefits, to the extent necessary to prevent any material fine, penalty, tax, or liability relating to such contributions or allocations.

(e) Neither GH nor any ERISA Affiliate of GH maintains or has previously maintained any Employee Benefit Plan which is or was a "defined benefit plan" (within the meaning of Section 3(35) of ERISA).

(f) Neither GH nor any ERISA Affiliate of GH maintains or has previously maintained any Employee Benefit Plan which is or was a "multiemployer plan" (within the meaning of Section 3(37) of ERISA).

(g) With respect to each GH Employee Benefit Plan maintained by GH or an ERISA Affiliate of GH which is subject to "COBRA continuation coverage" (as defined in Section 4980B of the Code and the regulations related thereto), all of the material requirements relating to "COBRA continuation coverage" have been satisfied in all material respects. With respect to each Employee Benefit Plan maintained by GH or an ERISA Affiliate of GH which is subject to the privacy requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the regulations related thereto, all of the material requirements relating to "protected health information" (as defined for purposes of HIPAA and the regulations related thereto) have been satisfied in all material respects.

(h) Neither GH nor any ERISA Affiliate of GH maintains any GH Employee Benefit Plan which provides any current or former employee with post-retirement health and/or life benefits.

4.14 Employees. Except for all physician employees and the management employees as disclosed in the Due Diligence, and except as otherwise provided by applicable Laws, all employees of GH are "employees at will." Except as disclosed in Due Diligence, GH

will not incur any liability or obligation pursuant to any employment or severance agreement or arrangement in connection with the termination of any employee of GH or a change in control of GH (other than payment of salary and accrued benefits to the date of termination). GH has no collective bargaining agreements with any of its employees. To the Knowledge of GH, GH has complied in all material respects with all Laws relating to the hiring of employees and the employment of labor, including provisions thereof relating to immigration and citizenship, wages, hours, discrimination in employment, sexual harassment, occupational safety and health and the payment of social security and other Taxes.

4.15 Environmental Matters. The GH Entities are, to the Knowledge of GH, in compliance in all material respects with all federal, state and local environmental laws, as may be applicable to the GH Entities' business operations and, to the Knowledge of GH, there are no known conditions on, about, beneath or arising from any real property which is now owned, used or leased to or by GH which, now or in the future would reasonably be expected to give rise to a material liability or the imposition of a material statutory lien under any environmental law against any of the GH Entities.

4.16 Books and Records. Except where the failure to do so would not have a Material Adverse Effect, to the Knowledge of GH: (i) the books and records of GH have been maintained and preserved in accordance with sound business practices, and (ii) the corporate minutes and consents of the GH Entities provided to CMG with the Due Diligence is a complete and correct copy of the minutes and consents contained in GH's records and accurately reflects the actions taken by the GH Entities at its duly called and held meetings or by sufficient consent without a meeting.

4.17 Brokers. No Person acting on behalf of GH or any GH Shareholder is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from any of such parties in connection with any of the transactions contemplated by this Agreement.

4.18 Disclosures. To the best knowledge of GH, the representations and warranties of GH contained in this Agreement and the GH Disclosure Schedules do not contain and will not contain any untrue statement of a material fact and do not omit and will not omit to state any material fact necessary in order to make the representations or statements contained herein not misleading.

## **SECTION 5. REPRESENTATIONS AND WARRANTIES OF CMG**

CMG, on behalf of itself and its subsidiary, MSO, makes the representations and warranties set forth in this Section 5, to GH, subject to the disclosures made in the Due Diligence and the schedules delivered with this Agreement (the "CMG **Disclosure Schedules**"), which representations and warranties will be true and correct on the Execution Date and will continue to be true and accurate on the Closing Date and the Effective Time as if given on such dates. GH and CMG acknowledge and agree that that representations and warranties made in this Section 5 shall not survive the Closing.

5.1 Organization and Good Standing. CMG is a professional corporation duly organized and validly existing under the laws of the State of Connecticut, and has all necessary corporate power and authority to carry on its business as presently conducted, to own and lease the assets which it owns and leases and to perform all its obligations under each agreement and instrument by which it is bound. CMG has not engaged, in any material respect, in any trade or business other than the business of rendering medical services. CMG has provided to GH true and complete copies of the Certificate of Incorporation, Bylaws, the stock purchase agreements in CMG's possession and other corporate records of CMG in effect as of the Execution Date, and which shall remain in effect as of the Effective Time, before giving effect to the transactions contemplated hereby.

5.2 Power and Authorization. CMG has full legal right, power and authority to enter into and perform its obligations under this Agreement, to execute and deliver the other agreements and documents required to be delivered by CMG prior to or at the Closing, and to perform its obligations and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance by CMG of this Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action in accordance with the CBCA and CMG's Certificate of Incorporation and Bylaws. This Agreement has been duly and validly executed and delivered by CMG and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by equitable considerations and bankruptcy, insolvency, and similar laws affecting creditors' rights generally. When executed and delivered as contemplated herein, this Agreement shall constitute the legal, valid, and binding obligation of CMG.

5.3 Conflicts and Consents.

(a) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated thereby do not and will not (with or without the passage of time or the giving of notice): (i) violate or conflict with CMG's Certificate of Incorporation or Bylaws or with any Laws; (ii) violate or conflict with any decision, judgment, order or other requirement of any arbitrator, court or Authority binding upon CMG or MSO; (iii) except as described on **Schedule 5.3** hereof, violate or conflict with, result in a breach of, or constitute a default or otherwise cause any loss of benefit under any agreement or other obligation to which CMG or MSO is a party or by which it or any of its assets are bound, or give to others any rights (including rights of termination, foreclosure, cancellation or acceleration), in or with respect to CMG or MSO or any of its property or assets; or (iv) result in, require or permit the creation or imposition of any Lien of any nature upon or with respect to the property or assets of CMG or MSO.

(b) **Schedule 5.3** describes each consent or approval of, or registration, notification, filing, and/or declaration with, any court or Authority, or to the Knowledge of CMG, any creditor, lessor or other Person required to be given or made by CMG or MSO in connection with the execution, delivery, and performance of this Agreement and the other agreements and instruments contemplated herein. Except as set forth on **Schedule 5.3**, there are no such consents, approvals, registrations, notifications, filings or declarations which have been obtained or made or will be obtained or made involving payment of premium or penalty by, or

loss of benefit to, CMG or MSO which would have a Material Adverse Effect. All such consents, approvals, registrations, notifications, filings, and declarations have been obtained or made or will be obtained or made prior to the Closing, or prior to the Effective Time upon mutual agreement of the Parties, except to the extent that the failure to obtain or make them will not prevent, restrict or otherwise inhibit in any material respect CMG from being operated in the same manner operated immediately prior to Effective Time.

(c) There are no judicial, administrative or other governmental actions, proceedings or investigations pending or, to the knowledge of CMG, threatened, that would prevent, enjoin, materially alter or materially delay the transactions contemplated by this Agreement or any of the other agreements or instruments contemplated hereby or which, if adversely determined, would have a Material Adverse Effect upon the ability of CMG to enter into or perform its obligations under this Agreement or any of the other agreements or instruments contemplated hereby. CMG has not received any request from any governmental agency or instrumentality for information with respect to the transactions contemplated hereby.

#### 5.4 Capitalization: Ownership of Shares.

(a) The authorized capital stock of CMG consists of 700 shares of common stock with no par value, which consists of 20 shares of each Class for Class A Common through Class II Common. Ownership of the CMG Shares is set forth on Schedule 3.6(a). All of the CMG Shares are duly authorized, validly issued and outstanding, fully paid and non-assessable, and have been issued in compliance with applicable securities Laws. No Person has any preemptive or other similar right with respect to any such equity interests or other securities. Except for the stock purchase agreements between CMG and the CMG Shareholders, there are no offers, options, warrants, subscription rights (including preemptive rights), agreements or commitments of any kind (contingent or otherwise) relating to the issuance, conversion, voting, sale or transfer of any equity interests or other securities of CMG or obligating CMG or any other Person to purchase or redeem any such equity interests or other securities.

(b) The CMG Shareholders own the CMG Shares beneficially and of record, free and clear of any Lien. Except for the stock purchase agreements between CMG and the CMG Shareholders, there are no shareholder or other agreements affecting the right of any CMG Shareholder to deliver the CMG Shares to CMG for cancellation in exchange for shares of common stock of the Surviving Corporation as contemplated by this Agreement.

5.5 Subsidiaries. The only wholly-owned subsidiary of CMG is the MSO. CMG is the owner of all of the membership interests of MSO. MSO is a limited liability company duly organized and validly existing under the laws of the State of Connecticut, and has all necessary power and authority to carry on its business as presently conducted, to own and lease the assets which it owns and leases and to perform all its obligations under each agreement and instrument by which it is bound. MSO has not engaged, in any material respect, in any trade or business other than the business of providing management, billing and collection services, and other business administration services to CMG. CMG has provided to GH true and complete copies of the operating agreement and other records of MSO in effect as of the Execution Date, and, except for changes made prior to Closing which are mutually agreed upon by the Parties,

which shall remain in effect as of the Effective Time, before giving effect to the transactions contemplated hereby. CMG owns a fifty percent (50%) interest in NPS, a limited liability duly organized and validly existing under the laws of the State of Connecticut. CMG has provided to GH true and complete copies of the operating agreement of NPS in effect as of the Execution Date, and which shall remain in effect as of the Effective Time, before giving effect to the transactions contemplated hereby.

5.6 Compliance with Laws.

(a) CMG and MSO have, to the best of CMG's knowledge, complied in all material respects with all applicable Laws to which its business may be subject. There has not been any written notice, order or other communication from any governmental agency or instrumentality with respect to, and to the best of CMG's knowledge it has no basis to expect, any alleged, actual or potential violation of or failure to comply with any Law by CMG or in connection with its business or its assets, which would have a Material Adverse Effect if CMG is found to have violated or failed to comply with such Law.

(b) Except as disclosed in the Due Diligence provided by CMG, to the Knowledge of CMG, all Authorizations required for the operation of the business of CMG and MSO as currently conducted have been obtained by CMG and MSO and are in full force and effect without any material default or material violation thereunder. To the Knowledge of CMG, there has not been any written notice of any material claim or material charge that CMG or MSO or the operation of its business is or was in violation of or in default under any such Authorization, and no proceeding is pending or, to the knowledge of CMG, threatened by any Person to revoke or deny the renewal of any Authorization of CMG or MSO. All licenses and registrations required for clinical employees of CMG to provide services, including physicians, physician assistants, APRNs and nurses, shall be current and in full force and effect as of the Closing Date and the Effective Time.

5.7 Litigation. Except as disclosed in the Due Diligence provided by CMG, there are no pending legal actions, suits, proceedings (arbitration or otherwise) or claims against CMG or MSO, or to the best of CMG's knowledge, any investigations with respect to CMG or MSO or its business or assets, or its directors, officers, shareholders, members or agents in their capacities as such, before or by any court or governmental agency or instrumentality, or before an arbitrator of any kind, and no such pending action, suit, proceeding, claim or known investigation, if determined adversely, would either individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in the Due Diligence provided by CMG, to the best knowledge of CMG, no such action, suit, proceeding, claim or investigation is presently threatened or contemplated, and to CMG's knowledge there are no facts which could reasonably serve as a basis for any such action, suit, proceeding, claim or investigation. There are no unsatisfied judgments, penalties or awards against or affecting CMG or MSO or any of its business, properties or assets.

5.8 Tax Returns and Financial Statements. In the Due Diligence CMG has provided GH with copies of an audited balance sheet, profit and loss statement, and statement of cash flows and shareholders' equity for the fiscal years ending December 31, 2014, 2013, and



2012 (the "CMG Financial Statements") and CMG's Federal and Connecticut Income Tax Returns for years ending December 31, 2013, 2012 and 2011 (the "CMG Tax Returns"). CMG represents that, to the Knowledge of CMG, the CMG Financial Statements and CMG Tax Returns are true and correct in all material respects as of the dates thereof, that they fairly present the financial condition and results of operations of CMG as of the dates thereof and for the periods indicated therein, and that they have been prepared in accordance with GAAP applied consistently throughout the periods involved. All Taxes required to be paid by CMG (whether or not reflected on Tax Returns) have been fully and timely paid, and there are no levies, liens, or other encumbrances relating to Taxes existing, threatened or pending with respect to any asset of CMG or MSO.

#### 5.9 Title to Property and Encumbrances.

(a) In the Due Diligence, CMG has provided a complete and accurate description of all of the real property owned or leased and by CMG in the conduct of CMG's business (the "CMG Locations"). CMG has made available to GH a true, correct and complete copy of each lease for each leased CMG Location (the "CMG Real Property Leases"). All rents due under the CMG Real Property Leases have been paid and there exists no default by CMG or, to the Knowledge of CMG, by any other party to such leases under the terms of such leases and no event has occurred which, upon passage of time or the giving of notice, or both, would result in any event of default by CMG or, to the Knowledge of CMG, by any other party to such leases, or would prevent CMG from exercising and obtaining the benefits of any rights or options contained therein.

(b) Except as disclosed in the Due Diligence provided by CMG, to the Knowledge of CMG, CMG and MSO each have good title to all of its respective properties and assets, whether real or personal, tangible or intangible, free and clear of any Lien other than any Permitted Lien. With respect to the property and assets leased by CMG or MSO, to the Knowledge of CMG, CMG and MSO are in compliance with such leases and hold a valid leasehold interest free of any Liens, claims or encumbrances. Except as disclosed in the Due Diligence provided by CMG, to the Knowledge of CMG, all material personal properties and tangible assets (including, without limitation, furniture, fixtures, medical equipment, computers, supplies and inventory) owned by or leased by CMG or MSO are in the possession of and under the control of CMG and MSO and are in good condition and repair, ordinary wear and tear excepted and items out of service for repair or maintenance in the ordinary course of business consistent in amount and value with past experience excepted, are suitable for the purposes for which they are being used and are of a condition, nature, and quantity sufficient for the conduct of CMG's business as it is presently conducted. Except as disclosed in the Due Diligence provided by CMG, no material asset or material property at the CMG Locations are owned or leased by any Person other than CMG or MSO.

5.10 Outstanding Indebtedness. In the Due Diligence CMG has provided a list of all banks loans and other notes payable, material debt obligations or material Indebtedness owed by CMG and MSO (the "CMG Indebtedness"). Except as disclosed in the Due Diligence provided by CMG, CMG has, to the best of its knowledge, performed in all material respects all obligations and loan covenants required to be performed by CMG and MSO under the CMG

Indebtedness, and to the best knowledge of CMG, no material condition exists or material event has occurred, which with notice or lapse of time would constitute a default or a basis for default or non-performance by CMG or MSO with respect to the CMG Indebtedness. To the best of its knowledge, CMG and MSO have no other outstanding material loans that have not been disclosed in the Due Diligence provided by CMG.

5.11 Contracts. In the Due Diligence, to the Knowledge of CMG, CMG has provided GH with a current, true and correct copy of all material agreements or Contracts and an accurate summary of all material oral agreements or Contracts, in effect as of the Execution Date, and shall provide copies of any additional material Contracts entered into between the Execution Date and the Effective Time, to which CMG or MSO is or may be a party to or otherwise bound by (collectively, the "**CMG Material Contracts**"). To the Knowledge of CMG, each CMG Material Contract is valid, binding and in full force and effect and is enforceable by CMG or MSO in all material respects in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and by general principles of equity. To the Knowledge of CMG, CMG and MSO are not (with or without the lapse of time or the giving of notice, or both) in material breach of, or material default under, any of the CMG Material Contracts, and, to the best knowledge of CMG, no other party to any of the CMG Material Contracts is (with or without the lapse of time or the giving of notice, or both) in material breach of, or material default under, any of the CMG Material Contracts. To the extent required, on or before the Effective Time, each other party to the CMG Material Contracts shall have consented to or been given notice of (where such consent or notice is necessary) the Merger and the CMG Material Contracts shall remain in effect after the Closing unless otherwise mutually determined by the Parties after Closing, but prior to the Effective Time, or by the Surviving Corporation after the Effective Time.

5.12 Insurance. To the Knowledge of CMG, CMG has at all times maintained insurance for CMG and MSO relating to its business operations and all insurable properties and assets, including property, fire, casualty, general liability, professional liability and workers' compensation insurance. To the Knowledge of CMG, such insurance: (i) is in full force and effect; and (ii) is sufficient for material compliance with all requirements of applicable Law. To the Knowledge of CMG, CMG has not received any notice of cancellation or notice of a material amendment of any such insurance policy. To the Knowledge of CMG, all material claims made during the last three (3) years under CMG's general liability insurance, professional liability insurance or workers' compensation policies have been disclosed through the Due Diligence. To the Knowledge of CMG, all open material claims are described in reasonable detail in the Due Diligence provided by CMG.

5.13 Employee Benefit Plans.

(a) In the Due Diligence, to the Knowledge of CMG, CMG has provided a list of all of the CMG Employee Benefit Plans. With respect to each CMG Employee Benefit Plan, to the Knowledge of CMG, CMG has delivered (or made available) to GH true and complete copies of all material plan documents, amendments and summary plan descriptions relating to each such plan (or, if the plan has not been reduced to writing, an accurately written description

of the plan). Except as disclosed in the Due Diligence provided by CMG, to the Knowledge of CMG, neither CMG nor any ERISA Affiliate of CMG maintains or sponsors or previously maintained or sponsored, nor is CMG or any ERISA Affiliate of CMG required to make contributions to or incur the expense of, any CMG Employee Benefit Plan.

(b) Each CMG Employee Benefit Plan complies (and has complied) with, and has been administered in accordance with, all applicable laws, statutes, ordinances, rules, regulations and orders in all material respects, and has been operated in accordance with its respective terms in all material respects, and is in material compliance with all applicable statutory and regulatory standards and requirements with respect to form, fiduciary conduct and reporting and disclosure to governmental agencies and participants. To the Knowledge of CMG, no act or omission has occurred with respect to any CMG Employee Benefit Plan that would subject CMG to any material fine, penalty, tax or liability of any kind imposed by ERISA or the Code (other than liabilities for benefits accrued for employees of CMG or their beneficiaries under a CMG Employee Benefit Plan). Other than claims in the ordinary course for benefits with respect to any such CMG Employee Benefit Plan, there are no actions, suits or claims pending or, to the Knowledge of CMG, threatened with respect to any CMG Employee Benefit Plan, or any circumstances which might give rise to any such actions, suits or claims.

(c) To the Knowledge of CMG, no "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975(c) of the Code) has occurred with respect to any CMG Employee Benefit Plan that could subject CMG or any ERISA Affiliate to any material excise tax. To the Knowledge of CMG, each "fiduciary" (within the meaning of Section 3(21)(A) of ERISA) has complied in all material respects with the requirements of the Code, ERISA and all other applicable laws with respect to each CMG Employee Benefit Plan.

(d) To the Knowledge of CMG, contributions to each CMG Employee Benefit Plan have been made and allocated pursuant to the provisions of such CMG Employee Benefit Plan and are sufficient in amount to meet all claims of participants, beneficiaries and other recipients of plan benefits, to the extent necessary to prevent any material fine, penalty, tax or liability relating to such contributions or allocations.

(e) Neither CMG nor any ERISA Affiliate of CMG maintains or has previously maintained any Employee Benefit Plan which is or was a "defined benefit plan" (within the meaning of Section 3(35) of ERISA).

(f) Neither CMG nor any ERISA Affiliate of CMG maintains or has previously maintained any Employee Benefit Plan which is or was a "multiemployer plan" (within the meaning of Section 3(37) of ERISA).

(g) With respect to each CMG Employee Benefit Plan maintained by CMG or an ERISA Affiliate of CMG which is subject to "COBRA continuation coverage" (as defined in Section 4980B of the Code and the regulations related thereto), all of the material requirements relating to "COBRA continuation coverage" have been satisfied in all material respects. With respect to each Employee Benefit Plan maintained by CMG or an ERISA Affiliate of CMG which is subject to the privacy requirements of the Health Insurance Portability and

Accountability Act of 1996, as amended ("HIPAA") and the regulations related thereto, all of the material requirements relating to "protected health information" (as defined for purposes of HIPAA and the regulations related thereto) have been satisfied in all material respects.

(h) Neither CMG nor any ERISA Affiliate of CMG maintains any CMG Employee Benefit Plan which provides any current or former employee with post-retirement health and/or life benefits.

5.14 Employees. Except for all physician employees and the management employees as disclosed in the Due Diligence, and except as otherwise provided by applicable Laws, all employees of CMG and MSO are "employees at will." Except as disclosed in the Due Diligence, CMG and MSO will not incur any liability or obligation pursuant to any employment or severance agreement or arrangement in connection with the termination of any employee of CMG or MSO or a change in control of CMG or MSO (other than payment of salary and accrued benefits to the date of termination). CMG and MSO do not have any collective bargaining agreements with any of its employees. To the Knowledge of CMG, CMG and MSO have complied in all material respects with all Laws relating to the hiring of employees and the employment of labor, including provisions thereof relating to immigration and citizenship, wages, hours, discrimination in employment, sexual harassment, occupational safety and health and the payment of social security and other Taxes.

5.15 Environmental Matters. CMG is, to the Knowledge of CMG, in compliance in all material respects with all federal, state and local environmental laws, as may be applicable to CMG and MSO's business operations and, to the Knowledge of CMG, there are no known conditions on, about, beneath or arising from any real property which is now owned, used or leased to or by CMG which, now or in the future would reasonably be expected to give rise to a material liability or the imposition of a material statutory lien under any environmental law against CMG.

5.16 Books and Records. Except where the failure to do so would not have a Material Adverse Effect, to the Knowledge of CMG: (i) the books and records of CMG have been maintained and preserved in accordance with sound business practices, and (ii) the corporate minutes and consents of CMG and MSO provided to GH with the Due Diligence is a complete and correct copy of the minutes and consents contained in CMG's records and accurately reflects the actions taken by CMG or MSO at its duly called and held meetings or by sufficient consent without a meeting.

5.17 Brokers. No Person acting on behalf of CMG or any CMG Shareholder is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from any of such parties in connection with any of the transactions contemplated by this Agreement.

5.18 Disclosures. To the best knowledge of CMG, the representations or warranties of CMG contained in this Agreement and the CMG Disclosure Schedules do not contain and will not contain any untrue statement of a material fact and do not omit and will not

omit to state any material fact necessary in order to make the representations or statements contained herein not misleading.

## SECTION 6. COVENANTS AND ADDITIONAL AGREEMENTS OF THE PARTIES

6.1 Conduct of Business Pending Closing. From and after the execution and delivery of this Agreement and until the occurrence of the Effective Time, except as otherwise provided by the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, each Party shall:

(a) conduct its business and affairs only in the ordinary course of business consistent with past practices;

(b) maintain its facilities, assets, and properties in the same state of repair, order, and condition as they were on the date hereof, reasonable wear and tear and disposition in the ordinary course of business consistent with past practice and not otherwise prohibited by this Agreement excepted;

(c) maintain its books and records in accordance with past practice, and use best efforts to maintain in full force and effect all Authorizations and all insurance policies and binders;

(d) promptly advise the other Party in writing of the threat or commencement against the Party of any action, suit, proceeding, arbitration or investigation known to the Party, by, against or materially affecting the Party, or its operations, assets or prospects, or which may have a Material Adverse Effect, or may affect the validity of this Agreement or such Party's ability to consummate the transactions contemplated thereby;

(e) promptly and accurately advise the other party in writing of any event or the existence of any fact which makes untrue in any material respect, or will make untrue in any material respect as of the Effective Time, any representation or warranty of the Party set forth in this Agreement; provided that, giving such notice shall not affect any right or remedy of the other Party existing or arising by reason of inaccuracy of any representation or warranty; and

(f) prepare and file all Tax Returns in a timely manner and in accordance with past custom and practice.

6.2 Negative Covenants. Except as expressly provided herein, between the date hereof and the Effective Time, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, neither Party shall:

(a) take any action or fail to take any action which would breach any covenant or take any action or fail to take any action which would cause any representation or warranty to be untrue as of the Closing;

(b) make any material change in authorized or issued shares of common stock; grant any stock option or other right to purchase shares of common stock; issue or make

any commitment to issue any common stock; grant any right to purchase, redeem, retire or make any other acquisition of any shares of any common stock, other than in the ordinary course of business with respect to the admission of new shareholder physicians or the retirement, resignation or other termination of shareholder physicians from the corporation;

(c) except for actions in the ordinary course of business and consistent with past practices, pay, declare or set aside from the net profits any dividend or other distribution or payment on or in respect of the Party's shares of common stock;

(d) amend the Party's certificate of incorporation or bylaws;

(e) fail to pay or discharge when due any liability or obligation;

(f) enter into any agreement, commitment or transaction other than in the ordinary course of business, consistent with past practice, or which is material to the business, prospects, operations or financial condition of the Party, whether or not in the ordinary course of business;

(g) make or change any Tax election, change any accounting method for Taxes, file any amended Tax Return, enter into any closing agreement with respect to Taxes or take any similar action, without the consent of the other Party, if such action would have the effect of increasing the Tax liability of the Party for any taxable period ending on or after the Closing or decreasing any Tax attribute of the Party otherwise existing on the Effective Time;

(h) sell, transfer, lease or otherwise dispose of any assets other than in the ordinary course of business and consistent with past practice; or

(i) incur, assume or guarantee any new Indebtedness or create any new Lien on its properties or assets (other than Permitted Liens).

Each Party shall promptly advise the other party of any fact, condition, occurrence or change that would cause a breach of this Section 6.2 or would have a Material Adverse Effect.

6.3 Consents; Reasonable Efforts. Prior to the Closing, both Parties shall use all reasonable efforts to obtain (and cooperate in obtaining) all consents, permits, Authorizations, approvals of, and exemptions by, any Authority or third party necessary for the consummation of the transactions contemplated by this Agreement. Each Party hereto shall use reasonable efforts to satisfy the conditions of the other Party to the consummation of the transactions contemplated by this Agreement.

6.4 Public Announcements. Each Party agrees to consult with the other Party prior to any disclosure to any third party (excluding disclosures required to obtain necessary consents, approvals, Authorizations or to meet the conditions to Closing) relating to the Merger and mutually approve the timing, the content and the dissemination of any such disclosure, except to the extent that such Party is not reasonably able to consult in a timely manner with, or obtain the approval of, the other Party in circumstances in which disclosures are required by law. CMG and GH agree not to disclose to any third party the contents of this

Agreement, except as may be necessary to obtain applicable approvals for the transactions contemplated herein or to the extent as required by law.

6.5 Interim Financial Information. Each Party shall provide the other Party with an unaudited balance sheet and profit and loss statement for the year-to-date performance as of the end of the last completed calendar quarter prior to the Execution Date (quarter ending September 30, 2015) within 30 days after the end of such calendar quarter. Such year-to-date financial statements shall fairly present the financial condition and results of operations of the Party for the periods therein defined.

6.6 Employee Matters.

(a) As of the Effective Time, CMG and GH shall terminate the employment agreements of all of the CMG Shareholders and the GH Shareholders, and the Surviving Corporation shall employ the CMG Shareholders and the GH Shareholders in accordance with the terms and conditions set forth in the Shareholder Physician Employment Agreement attached hereto as Exhibit F (the "Shareholder Employment Agreement"). Notwithstanding the foregoing, the Surviving Corporation shall enter into employment agreement addendums with the physician elected as the President and CEO of the Surviving Corporation and the physician elected as the Chief Medical Officer of the Surviving Corporation setting forth additional terms and conditions for employment of these physicians with respect to their executive officer positions.

(b) As of the Effective Time, the Surviving Corporation shall employ all of the non-shareholder physician employees of GH and CMG in accordance with the terms and conditions set forth in the existing non-shareholder physician employment agreements between such employees and GH or CMG; provided however, that the Surviving Corporation may amend such non-shareholder physician employment agreements or the compensation system thereunder, in accordance with the Bylaws of the Surviving Corporation and the terms of such employment agreements.

(c) As of the Effective Time, the Surviving Corporation shall employ other clinical personnel providing medical services that can be billed, which shall include physician assistants, APRNs, nurse midwives, laboratory technicians and x-ray technicians, with the Surviving Corporation in the same position, at the same rate of pay and with the same accrued paid time off benefits as in place immediately prior to the Effective Time.

(d) As of the Effective Time, MSO shall employ all of the non-physician executive level employees of GH and CMG that have employment agreements with either GH or CMG prior to Closing in accordance with the terms and conditions of the existing employment agreements between such non-physician executive level employees and GH or CMG, and with such amendments to be effective on the Effective Date as agreed upon by the parties.

(e) As of the Effective Time, MSO shall employ all other clinical and non-clinical operations and support personnel, which includes RNs, medical assistants, business administration personnel and billing and collection employees of GH and the MSO in the same

position, at the same rate of pay and with the same accrued paid time off benefits as in place immediately prior to the Effective Time

6.7 Termination of Stock Purchase Agreements. As of the Effective Time, the stock purchase agreements between CMG and the CMG Shareholders and the stock purchase agreements between GH and the GH Shareholders shall be terminated and of no further force or effect. Each CMG Shareholder and each GH Shareholder shall enter into a new Stock Purchase Agreement with the Surviving Corporation substantially in the form attached hereto as Exhibit G (the "Stock Purchase Agreement").

6.8 401(k) Plans.

(a) CMG and GH each maintain for the benefit of its eligible employees a defined contribution Section 401(k) plan which provides for both employee elective contributions and employer contributions. As a result of the Merger, the Surviving Corporation will become the sponsor of the Grove Hill Medical Center, Inc. 401(k) Savings Plan (the "**GH Plan**"), in addition to remaining the sponsor the Connecticut Multispecialty Group 401(k) Savings Plan (the "**CMG Plan**"). The Parties agree that, following the Effective Time of the Merger, the Surviving Corporation shall maintain both the GH Plan and the CMG Plan as separate plans for a period not exceeding the transition period described in Code Section 410(b)(6)(C). The Surviving Corporation will, at such time determined to be most appropriate in its judgment, and before the expiration of the permissible transition period, cause the GH Plan and the CMG Plan to be merged, on such terms as are determined by the Executive Board; provided that, such terms shall provide that all service with GH or CMG and their respective ERISA Affiliates prior to the Effective Time will count as service with the Surviving Corporation for purposes of determining eligibility to participate, vesting and the crediting of any employer contributions under the Surviving Corporation's merged plan.

(b) Because the GH Plan and the CMG Plan will remain as separate plans for a period of time after the Merger, the CMG Plan will be amended effective as of the Effective Time to exclude from participation any employees of the Surviving Corporation who are working at the GH Locations, and the GH Plan will be amended effective as of the Effective Time to make the Surviving Corporation the sponsor of the GH Plan and to exclude from participation any employees of the Surviving Corporation who are working at the CMG Locations.

(c) Notwithstanding the foregoing, the Parties acknowledge that certain administrative or billing employees may transfer their work location from a GH Location to a CMG Location or from a CMG Location to a GH Location. The Parties agree that employees who transfer to a CMG Location will participate in the CMG Plan after their transfer, and that employees who transfer to a GH Location will participate in the GH Plan after their transfer. The CMG Plan and the GH Plan shall be amended effective as of the Effective Time to provide that all service which each such transferred employee had with either GH or CMG prior to such employee's transfer will count as service under the plan in which the employee participates after the transfer for purposes of determining eligibility to participate, vesting and the crediting of any employer contributions under such post-transfer plan. It is intended by the Parties that the changes



in plan participation resulting from such transferred employees will not result in a "significant" change in the coverage of the GH Plan or the CMG Plan under Code Section 410(b)(6)(C), and the Parties will take action, if and as necessary, to ensure that such changes in the coverage of the GH Plan and the CMG Plan do not become significant.

6.9 Post-Merger Revenue and Expenses. As of the Effective Time, the revenue and expenses of the Surviving Corporation and the Subsidiaries shall be allocated between the CMG Branch and the GH Branch as follows; provided however, that after the Effective Time the allocations set forth in this Section 6.9 may be modified as determined by the Surviving Corporation in accordance with the Bylaws of the Surviving Corporation:

(a) All revenues and expenses related to solely the operations of the CMG Branch shall be allocated to the CMG Branch. All pre-Merger accounts receivable of CMG shall be allocated to the CMG Branch.

(b) All revenues and expenses related to solely to the operations of the GH Branch shall be allocated to the GH Branch. All pre-Merger accounts receivable of GH shall be allocated to the GH Branch.

(c) All centralized revenues and expenses related to the joint operations of the Surviving Corporation shall be shared between the CMG Branch and GH Branch in accordance with the allocation determined by the Executive Board.

(d) All revenues and expenses related to GHMC shall be allocated to the GH Branch.

(e) All revenues and expenses related to IA, including without limitation any net proceeds from the sale of any real property and personal property owned by IA, shall be allocated to the GH Branch.

(f) All revenues and expenses related to MSO shall be shared between the CMG Branch and the GH Branch in accordance with the allocation determined by the Executive Board.

(g) As of the Effective Time and for a period of three (3) years following the Effective Time, all of the net profit from NPS's client (customers that are non-owners) based business received by the Surviving Corporation arising from the Surviving Corporation's minority ownership interest in NPS, including any net proceeds received by the Surviving Corporation from the sale of such ownership interest, (the "NPS Net Profits") shall be allocated to the CMG Branch. After such three (3) year period, all of the NPS Net Profits shall be shared between the CMG Branch and the GH Branch in accordance with the allocation of centralized revenues and expenses determined by the Executive Board.

6.10 Responsibility for Pre-Merger Liabilities.

(a) All known liabilities, obligations, claims, debts and loans of CMG existing prior to the Effective Time of the Merger shall be allocated to the CMG Branch and the CMG Branch shall be responsible for payment of such obligations. All known liabilities, obligations, claims, debts and loans of GH existing prior to the Effective Time of the Merger shall be allocated to the GH Branch and the GH Branch shall be responsible for payment of such obligations.

(b) After the Effective Time, the CMG Branch shall be responsible for the payment of any and all losses, costs, expenses, claims, suits, liabilities and damages (including reasonable attorneys' fees) ("**Losses**") asserted against, imposed upon or incurred by the Surviving Corporation that relate to or arise out of the conduct of business by CMG or MSO prior to the Effective Time of the Merger or that relate to or arise out of any inaccuracy in or breach of any representation or warranty of CMG made in this Agreement.

(c) After the Effective Time, the GH Branch shall be responsible for the payment of any and all Losses asserted against, imposed upon or incurred by the Surviving Corporation that relate to or arise out of the conduct of business by GH, GHMC or IA prior to the Effective Time of the Merger or that relate to or arise out of any inaccuracy in or breach of any representation or warranty of GH made in this Agreement

(d) The provisions set forth in this Section 6.10 shall survive for a period of twelve (12) months after the Effective Time. After such twelve (12) month period, allocation of any such liabilities shall be handled in accordance with the allocations determined by the Executive Board.

6.11 Tax Related to Transaction. Although the Parties intend for the transaction to qualify as a tax free reorganization pursuant to Section 368(a)(1)(A) of the Code, if the Merger is not treated as a tax free reorganization by the IRS and the IRS, or any state taxing Authority, assesses any taxes, penalties or interest against either GH, GH Shareholders, CMG, CMG Shareholders or the Surviving Corporation, the Parties agree that payment of any such taxes, penalties or interest assessed, and any costs, expenses, damages and settlement associated with any proceeding or suit to challenge or overturn such assessment of tax, penalties or interest or in defense of a claim brought against the Surviving Corporation by the individual GH Shareholders or CMG Shareholders related to such taxes, penalties or interest, shall be split equally between the CMG Branch and the GH Branch.

6.12 Electronic Health Records. After the Effective Time, each Branch shall maintain its electronic health record system ("**EHR**") then in place. Any meaningful use incentive payments from the Centers for Medicare & Medicaid Services paid after the Effective Time shall be allocated to the Branch to whom such payment is attributable. It is anticipated that the Branches will move to a single EHR system at the time and in the manner determined by the Executive Board in order to enhance the clinical integration between the Branches. The costs of moving one Branch to the EHR system of the other Branch shall be

treated as a centralized overhead expense of the Surviving Corporation, and allocated between the Branches pursuant to the allocation determined by the Executive Board.

6.13 Expenses Resulting from the Merger. The Parties acknowledge that there may be certain additional business expenses or costs that either CMG or GH may incur as a result of the Merger, and which would not be incurred but for the Merger, and the Parties shall treat such items as joint expenses and costs as approved by mutual agreement of GH and CMG and shall allocate such expenses and costs between the CMG Branch and GH Branch post-closing as approved by the Executive Board and incorporated into the initial budget (as defined in Section 7.7 below).

6.14 Merger Notification to Connecticut Attorney General. The Parties shall jointly prepare and file with the Connecticut Attorney General at least thirty (30) days prior to the Effective Time of the Merger the notification of the proposed Merger as required by Public Act 14-168.

## **SECTION 7. CONDITIONS PRECEDENT TO THE OBLIGATIONS EACH PARTY**

All respective obligations of each party under this Agreement are subject, at the option of the respective party, to the satisfaction or waiver, prior to the Closing and as of the Effective Time, of each of the following conditions:

7.1 Absence of Pending Proceedings. No litigation, action, investigation, inquiry or request for information by any administrative agency or governmental body and no legal or administrative proceeding shall have been instituted that (a) seeks to restrict, limit, prohibit or enjoin the transactions contemplated by this Agreement, or (b) could have a Material Adverse Effect on the ability of the Parties to consummate the transactions contemplated hereby.

7.2 No Material Adverse Change. Since the Execution Date of this Agreement, there shall have been no change, event or condition of any kind or character (whether or not covered by insurance) which has had or would reasonably be expected to have a Material Adverse Effect.

7.3 Bank Loan Financing. CMG and GH shall have negotiated the following related to their bank loans and financing: (i) CMG shall have either obtained financing with Citizens Bank to replace its existing bank loans and financing with Webster Bank on substantially similar terms as CMG's existing loans and financing or such other terms mutually acceptable to GH and CMG prior to the Closing, or alternatively, obtained the consent and approval of Webster Bank to keep one or more of the existing bank loans and financings outstanding after the Effective Date on terms mutually acceptable to CMG and GH, which may include modifications in the terms of such loans, including but not limited to, the substitution of collateral; (ii) GH shall have obtained the prior written approval and consent of its current lender, Citizens Bank, to enter into the Merger and to substitute the Surviving Corporation for GH on the existing bank loans and financing of the GH Entities with Citizens

Bank as of the Effective Time; and (iii) no personal guarantees shall be required from the shareholders of the Surviving Corporation by any lender after the Effective Time.

7.4 Credentialing. As of the Closing Date, the GH physicians, physician assistants, APRNs and nurse practitioners (the "GH Providers") shall be credentialed under CMG's tax identification number effective on the Effective Time with commercial payers, Medicare and Medicaid such that the Surviving Corporation shall be able to bill for services provided by the GH Providers after the Effective Time to payers representing at least eighty percent (80%) of GH's pre-merger payer mix.

7.5 Tail Insurance Policies. As of the Closing, the Parties shall have obtained professional liability insurance for all of the GH Providers on the Surviving Corporation's policy effective as of the Effective Time, which policy shall also provide professional liability coverage for the physicians, physician assistants, APRNs, nurse midwife and nurse practitioners of CMG (the "CMG Providers") as of the Effective Time. The professional liability insurance policy for the Surviving Corporation shall have coverage in the amount of \$1 Million per occurrence and \$4 Million in the aggregate and shall provide for retroactive coverage to the GH Providers and the CMG Providers with the same retroactive date that was provided to each of them in the insurance policy held by GH or CMG, retrospectively, prior to the Effective Time. Any costs or expenses associated with such tail insurance policies shall be shared equally by GH and CMG.

7.6 Lease between IA and Surviving Corporation. As of the Closing, IA and the Surviving Corporation shall have entered into a new lease for the use by the Surviving Corporation of certain properties owned by IA, on terms mutually agreed by IA and the Surviving Corporation.

7.7 Initial Budget. Prior to the Closing, the Parties shall have approved the initial operating and capital budgets for the Surviving Corporation, including without limitation, allocation of revenue, expenses and central office expenses.

7.8 Waiver of Severance Provision. Prior to the Closing, the Parties shall have received a waiver by Jarrod Post, M.D. of Section 8 (titled CEO Severance Payments) of that certain Amendment to Employment Agreement for the Chief Executive Officer by and between CMG and Dr. Post effective as of February 1, 2012, provided that Dr. Post gets a shareholder agreement pursuant to Section 6.6(a) of this Agreement that includes similar provisions regarding Dr. Post's transition to full-time practice as set forth in the Amendment and as mutually agreed by the Parties.

## **SECTION 8. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF CMG**

All obligations of CMG under this Agreement are subject, at the option of CMG, to the satisfaction or waiver prior to the Closing and as of the Effective Time, of each of the following conditions:

8.1 Accuracy of Representations and Warranties. The representations and warranties of GH contained in Section 4 of this Agreement shall be true and correct on the date

hereof and in all material respects on and as of the Effective Time, with the same force and effect as though made on and as of the Effective Time (except for those representations and warranties that address matters only as of a particular date or only with respect to a particular period of time, which representations or warranties shall be true and correct as of such date or with respect to such period).

8.2 Compliance with Covenants. GH shall have performed and complied in all material respects with each and every term, covenant, agreement and condition required by this Agreement to be performed or complied with by it prior to or at the Effective Time.

8.3 Consents. The consents and approvals on Schedule 4.3 and required pursuant to Section 4.11 shall have been obtained, unless the Parties mutually agree that certain such consents may be obtained after the Closing, but prior to the Effective Time.

8.4 Board of Director and Shareholder Approval. The Board of Directors of CMG and the CMG Shareholders shall have approved of this Agreement and the Merger, as required under CMG's Certificate of Incorporation and Bylaws and the CBCA.

8.5 Shareholder Contracts. Each of the GH Shareholders shall enter into the Shareholder Employment Agreement and the Stock Purchase Agreement effective as of the Effective Time.

8.6 IA Reorganization Complete. The IA Reorganization described in Section 3.8(b) above shall be completed prior to the Closing Date to the reasonable satisfaction of CMG.

## **SECTION 9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF GH**

All obligations of GH under this Agreement are subject, at the option of GH, to the satisfaction or waiver prior to the Closing and as of the Effective Time, of each of the following conditions:

9.1 Accuracy of Representations and Warranties. The representations and warranties of CMG contained in Section 5 of this Agreement shall be true and correct on the date hereof and in all material respects on and as of the Effective Time, with the same force and effect as though made on and as of the Effective Time (except for those representations and warranties that address matters only as of a particular date or only with respect to a particular period of time, which representations or warranties shall be true and correct as of such date or with respect to such period).

9.2 Compliance with Covenants. CMG shall have performed and complied in all material respects with each and every term, covenant, agreement and condition required by this Agreement to be performed or complied with by it prior to or at the Effective Time.

9.3 Consents. The consents and approvals on Schedule 5.3 and required pursuant to Section 5.11 shall have been obtained, unless the Parties mutually agree that certain such consents may be obtained after the Closing, but prior to the Effective Time.

9.4 Board of Director and Shareholder Approval. The Board of Directors of GH and the GH Shareholders shall have approved of this Agreement and the Merger, as required under GH's Certificate of Incorporation and Bylaws and the CBCA.

9.5 Shareholder Contracts. Each of the CMG Shareholders shall enter into the Shareholder Employment Agreement and the Stock Purchase Agreement effective as of the Effective Time.

9.6 Termination of Certain Contracts. As of the Closing Date, CMG shall have terminated its contract with Integrated Care Partners, LLC and the Hartford HealthCare Accountable Care Organization, Inc.

## SECTION 10. CLOSING DELIVERIES

10.1 Deliveries at the Closing by GH and the GH Shareholders. On the Closing Date, GH and the GH Shareholders shall deliver or cause to be delivered to CMG the following items:

(a) A Compliance Certificate evidencing compliance with Section 8.1 and 8.2 on the Closing Date hereof and as of the Effective Time.

(b) A certificate of legal existence for GH issued by the Secretary of the State of Connecticut as of the most recent practicable date prior to the Closing Date, but not more than 30 days prior to the Closing Date.

(c) A certificate of the Secretary of GH, given by him or her on behalf of GH and not in his or her individual capacity, certifying as to: (i) the full force and effect of the Certificate of Incorporation and Bylaws of GH attached to such certificate as exhibits; (ii) the accuracy and full force and effect of resolutions adopted by the board of directors of GH and the GH Shareholders regarding the approval of this Agreement and the transactions contemplated hereby and attached as one or more exhibits to such certificate; and (iii) the names and signatures of the officers of GH authorized to sign this Agreement and any documents contemplated hereby.

(d) A certificate of the Secretary of GHMC, given by him or her on behalf of GHMC and not in his or her individual capacity, certifying as to: (i) the full force and effect of the Certificate of Incorporation and Bylaws of GHMC attached to such certificate as exhibits; and (ii) the names and signatures of the officers of GHMC authorized to sign any documents required to be signed by GHMC under this Agreement.

(e) A certificate of the manager or member of IA certifying as to: (i) the full force and effect of the documents signed and filed with the Secretary of the State of Connecticut for conversion of IA to a limited liability company attached as one or more exhibits to such certificate; (ii) the accuracy and full force and effect of resolutions adopted by IA approving the IA Reorganization (as described in Section 3.8(b)) attached as one or more exhibits to such certificate; (iii) the full force and effect of the Articles of Organization and operating agreement of IA attached as one or more exhibits to such certificate; and (iv) the names and signatures of

the managers or members authorized to sign any documents required to be signed by IA under this Agreement.

- (f) The following signed documents, which may be a counterpart:
  - (i) this Agreement (if not already signed and delivered);
  - (ii) the Certificate of Merger;
  - (iii) Shareholder Employment Agreements signed by each of the GH Shareholders; and
  - (iv) Stock Purchase Agreement for the Surviving Corporation signed by each of the GH Shareholders.

(g) Copies of the consents and approvals obtained pursuant to Schedule 4.3 and required pursuant to Section 4.11.

(h) All of the original GH Certificates or lost stock affidavits for any lost GH Certificates, and a power to transfer stock signed by each GH Shareholder effective as of the Effective Time.

(i) The original stock certificate of GHMC issued to GH for one (1) share and a power to transfer stock signed by GH effective as of the Effective Time.

(j) Stock certificate for one (1) share of common stock of GHMC issued to the Surviving Corporation to be effective as of the Effective Time.

(k) Such other documents and instruments as CMG may reasonably request to effectuate or evidence the transactions contemplated by this Agreement.

10.2 Deliveries at Closing by CMG and the CMG Shareholders. On the Closing Date, CMG and the CMG Shareholders shall deliver or cause to be delivered to GH the following items:

(a) A Certificate of Compliance evidencing compliance with Sections 9.1 and 9.2 by CMG as of the Closing Date and as of the Effective Time.

(b) A certificate of legal existence for CMG issued by the Secretary of the State of Connecticut as of the most recent practicable date prior to the Closing Date, but not more than thirty (30) days prior to the Closing Date.

(c) A certificate of the Secretary of CMG, given by him or her on behalf of CMG, and not in his or her individual capacity, certifying as to (i) the full force and effect of the Certificate of Incorporation and Bylaws of CMG attached to such certificate as exhibits, (ii) the accuracy and full force and effect of resolutions adopted by the board of directors of CMG and the CMG Shareholders regarding the approval of this Agreement and the transactions

contemplated hereby and attached as one or more exhibits to such certificate, and (iii) the names and signatures of the officers of CMG authorized to sign this Agreement and any other documents contemplated thereby.

(d) A certificate of the manager or member of MSO certifying as to: (i) the full force and effect of the Articles of Organization and operating agreement of MSO as of the Closing Date attached as one or more exhibits to such certificate; and (ii) the names and signatures of the managers or members authorized to sign any documents required to be signed by MSO under this Agreement.

(e) The following signed documents, which may be a counterpart:

- (i) this Agreement (if not already signed and delivered);
- (ii) the Certificate of Merger;
- (iii) Shareholder Employment Agreements signed by each of the CMG Shareholders;
- (iv) Stock Purchase Agreement for the Surviving Corporation signed by each of the CMG Shareholders; and
- (v) The Management Services Agreement between the Surviving Corporation and MSO effective as of the Effective Time.

(f) Copies of the consents and approvals obtained pursuant to Schedule 5.3 and required pursuant to Section 5.11, including any consent required as a result of the Merger under the CMG Real Property Leases or the CMG Material Contracts.

(g) All of the original CMG Certificates or lost stock affidavits for any lost CMG Certificates, and a power to transfer stock signed by each CMG Shareholder effective as of the Effective Time.

(h) A written statement issued to each CMG Shareholder and GH Shareholder setting forth the number of shares of common stock issued to him or her in the Surviving Corporation effective as of the Effective Time and containing the other information required by the CBCA for uncertificated shares.

(i) Copy of the signed Amended and Restated Certificate of Incorporation of the Surviving Corporation to be effective as of the Effective Time.

(j) Copy of the signed Amended and Restated Bylaws of Surviving Corporation to be effective as of the Effective Time.

(k) Certificate of insurance evidencing the professional liability coverage for the GH Providers and the CMG Providers as of the Effective Time.



(l) Such other documents and instruments as GH may reasonably request to effectuate or evidence the transactions contemplated by this Agreement.

## SECTION 11. TERMINATION

11.1 Termination. This Agreement may be terminated at any time prior to the Effective Time as follows and in no other manner:

- (a) by mutual written consent of CMG and GH;
- (b) upon the issuance by a court of competent jurisdiction or other governmental body of an order, decree or ruling or their taking of any other action restraining, enjoining or otherwise prohibiting the Merger, which order, decree, ruling or any other action shall have become final and non-appealable;
- (c) by CMG, upon a material breach of any covenant or agreement on the part of GH set forth in this Agreement, or if any representation or warranty of GH shall no longer be true and correct as if then made, in either case such that the conditions set forth in Sections 8.1 or 8.2 hereof would not be satisfied; and
- (d) by GH, upon a material breach of any covenant or agreement on the part of CMG set forth in this Agreement, or if any representation or warranty of CMG shall no longer be true and correct as if then made, in either case such that the conditions set forth in Sections 9.1 or 9.2 hereof would not be satisfied.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Section 11.1(a) or (b), this Agreement shall become void and have no effect without any liability or obligation on the part of any Party. If this Agreement is terminated by a Party because of a material breach of the Agreement by the other Party pursuant to Section 11.1(c) or (d), or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, then the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

## SECTION 12. MISCELLANEOUS

12.1 Confidentiality. The terms of that certain Mutual Confidentiality Agreement entered into by CMG and GH relating to exchange of information for the Due Diligence and for the development of this Agreement, shall continue in full force and effect in accordance with its terms, and this Agreement shall constitute Confidential Information thereunder, until the completion of the Closing and until the Effective Time, at which time such confidentiality agreement will terminate without need for further action of any Party.

12.2 Further Assurances. Each Party agrees to execute all further instruments and documents and to take all further actions as the other Party may reasonably request in order to give effect to the terms and purposes of this Agreement.

12.3 Costs and Expenses. Except as otherwise expressly provided herein, each Party shall bear its own expenses in connection herewith. Any transfer, sales, use, documentary, stamp and similar taxes and recording and filing fees incurred in connection with the transactions contemplated herein shall be borne by GH and CMG equally.

12.4 Notices. All notices or other communications required or permitted to be given or made under this Agreement shall be in writing and signed by the Party giving the communication and shall be deemed given or made when mailed by certified or registered mail, postage prepaid, or when transmitted via facsimile or by hand delivery to the intended recipient as indicated below or to any other address of which the addressee has given prior written notice.

To CMG:

Connecticut Multispecialty Group, P.C.  
2110 Silas Deane Highway  
Rocky Hill, Connecticut 06067  
Attention: Jarrod Post, M.D., CEO

with a copy to:

Reid and Riege, P.C.  
One Financial Plaza, 21st Floor  
Hartford, Connecticut 06103  
Attention: Mindy S. Tompkins, Esq.

To GH:

Grove Hill Medical Center, P.C.  
300 Kensington Avenue  
New Britain, Connecticut 06051  
Attention: Michael G. Genovesi, M.D., President and CEO

with a copy to:

Robinson & Cole LLP  
280 Trumbull Street, 28<sup>th</sup> floor  
Hartford, Connecticut 06103  
Attention: Lisa M. Boyle, Esq.

12.5 Assignment. Neither CMG nor GH shall be permitted to assign this Agreement, or any rights, title, interest and obligations hereunder.

12.6 Amendment, Modification and Waiver. The Parties may amend or modify this Agreement in any respect prior to the Effective Time by a written agreement signed by both Parties. The waiver by a Party of any breach of any provision of this Agreement

shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof.

#### 12.7 Resolution of Disputes.

(a) Any controversy or claim arising out of or related to this Agreement, or any transactions contemplated herein, that cannot be promptly resolved by the Parties (including, without limitation, any dispute as to whether such controversy or claim is subject to arbitration) will first be submitted to mediation. In the event such controversy or claim is not resolved by mediation within thirty (30) days, such controversy or claim will be resolved by binding arbitration in Hartford, Connecticut in accordance with the rules and regulations of the American Arbitration Association ("AAA"). The Parties shall agree on a single arbitrator experienced in commercial transactions (including healthcare matters), provided that if the Parties fail to agree on an arbitrator with fifteen (15) days of commencement of the proceeding, then an arbitrator shall be appointed in accordance with the AAA rules.

(b) Each Party shall be responsible for its own legal fees and other expenses of mediation and arbitration; provided that the cost of the mediator and arbitrator shall be split equally by the Parties. The arbitrator shall have no authority to award any consequential, punitive, multiple or special damages or attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) The arbitrator shall be required to apply the contractual provisions hereof and applicable legal precedent of the State of Connecticut in deciding any matter submitted to him. The Parties agree that all of the arbitration proceedings relating to such disputes and all testimony, transcripts and other documents relating to such arbitration shall be treated as confidential and will not be disclosed or otherwise divulged to any person except as necessary in connection with such arbitration proceedings.

(d) Notwithstanding Section 12.7(a) above, nothing herein shall preclude any Party hereto from seeking, in any state or federal court of competent jurisdiction, specific performance or other equitable remedies in the case of any breach or threatened breach by a Party hereto.

12.8 Section Headings and Defined Terms. The headings, subheadings and other captions of this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement. The terms defined herein include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter and vice versa.

12.9 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction

providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

12.10 Severability. In the event of the invalidity of any provision of this Agreement, such provision shall be deemed stricken from this Agreement, which shall continue in full force and effect as if the offending provision were never a part of this Agreement.

12.11 Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

12.12 Entire Agreement. This Agreement, together with its schedules, Disclosure Schedules and Exhibits, constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

12.13 Governing Law. The Parties expressly agree that all the terms and provisions of this Agreement shall be construed under and governed by the laws of the State of Connecticut (without giving effect to its choice of law principles).

*(The signature page is next.)*

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement and Plan of Merger all as of the date first above written.

**CONNECTICUT MULTISPECIALTY GROUP,  
P.C.**

By: \_\_\_\_\_  
Name: Jarrod Post, M.D.  
Title: Chief Executive Officer

**GROVE HILL MEDICAL CENTER, P.C.**

By: \_\_\_\_\_  
Name: Michael G. Genovesi, M.D.  
Title: President and Chief Executive Officer