

STATE OF NEW HAMPSHIRE
DEPARTMENT OF STATE

IN THE MATTER OF:)	
)	
Local Government Center, Inc., et al.)	C-2011000036
)	
RESPONDENTS)	
)	

MOTION FOR SUMMARY JUDGMENT

NOW COMES Petitioner, the New Hampshire Bureau of Securities Regulation (the “Bureau”), a part of the Corporations Division within the Department of State, by and through counsel, Bernstein, Shur, Sawyer & Nelson, P.A., pursuant to RSA 491:8-a, III (2010) and Superior Court Rule 12(g), and respectfully requests that this Court grant summary judgment in its favor regarding the pending Motion for Default Judgment, stating as follows:

1. There are no genuine issues of material fact in dispute in this matter.
2. The October Agreement, and the transfers made thereunder, directly violate certain provisions of the Final Order, specifically, the governance provisions, and the provisions directing the return of the \$17.1 million illegal subsidy.
3. In particular, Respondents, who are direct successors in interest to the LGC and its subsidiaries, have failed to comply with the portions of the Final Order that require Respondents to re-organize with separate boards and separate bylaws.
4. Further, the purpose of the October Agreement, to extinguish the \$17.1 million debt owed by PLT to HealthTrust, violates the requirements of Paragraphs 13 and 14 of the Final Order requiring the return of the \$17.1 million illegal subsidy.

5. Thus, based on the undisputed material facts, as well as Respondents' clear disregard of directives stated in the Final Order, the Bureau is entitled to summary judgment as a matter of law.

6. A memorandum of law in support of this motion for summary judgment has been filed along with this motion and is incorporated herein by reference.

WHEREFORE, the Bureau respectfully requests that the Presiding Officer:

- A. Grant its Motion for Summary Judgment;

- B. Issue an order finding Respondents in violation of the Final Order's directive to maintain independent boards with separate bylaws;
- C. Issue an order finding PLT, Inc. in violation of the Final Order's requirement to repay the \$17.1 million subsidy to HealthTrust;
- D. Issue an order finding that Respondents may no longer claim the protections of RSA 5-B:6 due to Respondents' failures to comply with the August 16, 2012 Final Order;
- E. Hold a hearing on the matter;
- F. Award the Bureau its fees and costs in this matter; and
- G. Grant such other and further procedural and substantive relief as may be just and proper.

Respectfully submitted,

The Bureau of Securities Regulations
State of New Hampshire
By its attorneys,
Bernstein, Shur, Sawyer &
Nelson, P.A.

Dated this 9th day of May, 2014

/s/ Andru H. Volinsky
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/s/ Earle Wingate
The Bureau of Securities Regulation
Earle F. Wingate, III, Staff Attorney
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No. 20350

Certificate of Service

I hereby certify that I have served a copy of this motion upon counsel for the LGC successor entities by U.S. Mail and electronically this 9th day of May, 2014, those counsel being Bruce Felmly, Esq., Michael D. Ramsdell, Esq., David I. Frydman, Esq., Patrick Closson, Esq., Peter Baylor, Esq., J. David Leslie, Esq., and Joel Emlen, Esq.

/s/ Andru H. Volinsky

STATE OF NEW HAMPSHIRE
DEPARTMENT OF STATE

_____))
IN THE MATTER OF:))
Local Government Center, Inc., et al.) C-2011000036
RESPONDENTS))
_____)

MEMORANDUM OF LAW IN SUPPORT
OF MOTION SUMMARY JUDGMENT

NOW COMES Petitioner, the New Hampshire Bureau of Securities Regulation (the “Bureau”), a part of the Corporations Division within the Department of State, by and through counsel, Bernstein, Shur, Sawyer & Nelson, P.A., and respectfully submits this memorandum of law in support of its Motion for Summary Judgment.

Background

On September 2, 2011, the Secretary of State, William M. Gardner, issued an order to Cease and Desist, an Order to Show Cause, and a Hearing Order in response to a September 2, 2011 Staff Petition that accused Respondents of violating RSA chapter 5-B and RSA chapter 421-B, which Staff Petition was subsequently amended (the “Petition”).¹ See Final Order at pp. 1-2. Following a ten-day hearing on the Petition, a final administrative order was issued on August 16, 2012 (the “Final Order”), in which Respondents were found in violation of certain aspects of RSA chapter 5-B. See generally id.

¹ For ease of reference, this memorandum does not distinguish between the former LGC entities and the current HealthTrust and PLT entities because the latter are successors in interest of the former.

The Respondents sought reconsideration and rehearing and then timely filed a Rule 10 Appeal Petition with the New Hampshire Supreme Court on October 15, 2012, challenging portions of the Final Order pursuant to RSA 5-B:4-a. See generally Exhibit A. On January 10, 2014, the New Hampshire Supreme Court issued a decision in Respondents' appeal of the above matter, upholding substantially all of the Final Order with the exception of those portions that concerned the prospective setting of reserve levels and the prospective purchase of reinsurance. Appeal of the Local Government Center, 85 A.3d 388 (2014). The Court remanded the matter to the Presiding Officer for the purpose of re-determining the payment of Petitioner's fees by Respondents. Id. at 407. The January 10th decision did not become final until the expiration of the time for reconsideration. Sup. Ct. R. 22.

A. *The Final Order and Respondents' Reorganization Efforts*

The August 2012 Final Order required that “[n]o later than 90 days from the date of this Order, the Local Government Center shall organize its two pooled management programs into a form that provides each program with an independent board and its own set of written bylaws.”

Final Order at p. 73, ¶ 1. Additionally, the Final Order stated that:

[f]ailing timely reorganization as ordered in §1, the LGC, is deemed to continue in violation of RSA 5-B, and this order, including the order to cease and desist, and shall, pursuant to the authority extended in RSA 5-B:4-a, I and II, be penalized by forfeiture of the statutory exemption from State's insurance laws and of the exemption from state taxation granted pursuant to RSA 5-B:6 as it, nor any existing insurance program as presently operated by LGC, Inc. shall be deemed to be a “pooled risk management program” as defined by RSA 5-B.

Id. at ¶ 2.² The Supreme Court adopted the governance related provisions of the Final Order as part of its decision in this matter. Appeal of the LGC, 85 A.3d at 395; id. at 401 (“RSA 5-B:3

² Although paragraphs 1 and 2 of the Final Order and the relief outlined therein were included within the Respondents' Notice of Appeal, the Respondents ultimately withdrew these

does not sanction what the presiding officer found occurred here. Here, three pooled risk management programs shared a single board of directors, even though RSA 5-B:5, I(b) requires each program to have its own board.”).

In addition to making findings and rulings regarding Respondents’ organizational structure, the Final Order also directed PLT to repay an illegal subsidy to HealthTrust.

The Local Government Center Property Liability Trust, LLC, however it may be organized in the future, shall re-pay the \$17.1 million subsidy to the Local Government Center Health Trust risk pool management program, however it may be organized, no later than December 1, 2013. ~~Said payment shall terminate and shall satisfy any obligation contained in a note of similar amount executed on June 2, 2011. The funds to make this re-payment may be borrowed from an independent entity at commercially reasonable terms in consultation with the Bureau of Securities Regulation in the exercise of its supervisory powers which shall be exercised in good faith.~~

Final Order at p. 78, ¶ 13.

Additionally, the Final Order directed that:

Funds received by the Local Government Center Health Trust in re-payment of the subsidy, to the extent they constitute amounts in excess of the earnings and surplus of the Local Government Center Health Trust risk pool management program as reasonably determined and expressed above in § 9, shall be returned to members consistent with RSA 5-B:5, I(c).

Final Order at p. 79, ¶ 14.

The Respondents challenged the Final Order’s requirement that PLT, Inc. repay the \$17.1 million illegal subsidy, but the Court denied this portion of the Respondents’ appeal. Appeal of the LGC, 85 A.3d at 401-02.

i. Respondents’ First Reorganization

Subsequently, on or around November 16, 2012, the “LGC approved the corporate reorganization of its HealthTrust and Property-Liability Trust risk pools . . . by action of the

issues from their appeal and confirmed their intentional decision not to appeal these issues during the oral argument conducted on November 14, 2013.

Executive Committee of the Local Government Center, Inc.” Exhibit B at p. 1. LGC HealthTrust, LLC (“LGCHT, LLC”) and LGC Property-Liability (“LGCPLT, LLC”), subsidiaries of the LGC, Inc., reorganized by “approv[ing] separate limited liability company agreements and adopt[ing] separate Bylaws.” Exhibit C at p. 1; see also Resps.’ Joint Summary of Relevant Facts at ¶ 2 (“The respondent entities complied with that aspect of the Final Order in November 2012 by having the two LLCs adopt separate bylaws and appoint separate governing boards.”). The reorganization removed the LLCs from LGC Board’s governance. Exhibit C at p. 1.

ii. Respondents’ Second Reorganization

Shortly thereafter, pursuant to a September 1, 2013 Asset Purchase Agreements, New Hampshire Municipal Association, Inc. (formally LGC, Inc.) and its subsidiaries LGCHT, LLC and LGCPLT, LLC, engaged in a second reorganization.³ Exhibit D at ¶ 3. This time, “[t]he Reorganization utilized HT, Inc. and PLT, Inc., previously dissolved Chapter 292 voluntary corporations that were revived on August 31, 2011 . . . as the receiving entities of the assets and liabilities of LGCHT, LLC; LGCPLT, LLC; and LGC, Inc. relating to the risk pool operations.” Id. at ¶ 6.

Under the terms of the Asset Purchase Agreement, LGCHT, LLC and LGC, Inc. “agree[d] to transfer to HT, Inc., . . . all of the [LGCHT, LLCs] assets and all of the LGC’s assets relating to or used in the HT Business.” Exhibit D at Tab A, p. 1. Although the Bureau questions the legality of this transaction, HealthTrust, Inc. nevertheless had its own set of by-laws and its own Board of Directors. Exhibit D at ¶ 14. Similarly, pursuant to a second Asset

³ The Bureau disputes the legality of the September 2013 reorganization. Consequently, Respondents filed a declaratory judgment action in the Merrimack County Superior Court, which is proceeding concurrently with this regulatory action.

Purchase Agreement, also dated September 1, 2013, PLT, Inc. acquired “all of [LGCPLT LLC’s] assets and all of LGC’s assets relating to or used in the PLT Business.” Exhibit D at Tab B, p. 1. After this transaction, PLT, Inc. has its own by-laws and its own Board of Directors, with some limited overlap between the PLT Board and HealthTrust Board. Exhibit D at ¶ 14.

iii. Respondents’ Third Reorganization: The Undisclosed October Agreement

On or around October 28 and 29, 2013, well before the Supreme Court’s decision regarding Respondents’ appeal of the Final Order, Respondents engaged in yet a third reorganization. In this third reorganization, HealthTrust, Inc. and PLT, Inc. entered into an undisclosed agreement (the “October Agreement”) whereby in the event the Supreme Court ruled against Respondents, the terms of the agreement would become operative. See Exhibit E.

Pursuant to the terms of the undisclosed October Agreement:

PLT would transfer all of its assets and liabilities to HealthTrust; HealthTrust would accept the assignment of all of PLT’s assets and liabilities in full satisfaction of PLT’s obligations under the Final Order, including the repayment provision; HealthTrust would manage the runoff of PLT’s coverage obligations, using the assets transferred from PLT and the existing administrative structure; and any transferred assets remaining after the satisfaction of PLT’s coverage obligations would be the sole property of HealthTrust.

Resps.’ Joint Summary of Relevant Facts at ¶ 31 (citations omitted); see also Exhibit E at ¶¶ D.1-D.5. Because the October Agreement was never presented to the Secretary of State prior to its execution, the Secretary was unaware of its terms. Exhibit A at ¶ 4.

Pursuant to the October Agreement, on January 10, 2014, the date of the Court’s decision, Respondents engaged in a third reorganization when all of PLT’s assets, liabilities, staff, and operations were transferred to HealthTrust purportedly in full satisfaction of the \$17.1 million debt owed to HealthTrust by PLT pursuant to the Final Order. See Exhibit E; see also

Final Order at 78, ¶ 13. As a consequence of this third reorganization, HealthTrust and PLT no longer maintained separate boards and separate bylaws.

The October Agreement, and the transfers made thereunder, directly violate provisions of the Final Order that: 1) required the LGC pooled risk management programs to be separate entities governed by independent boards that are operated under separate bylaws, Final Order at 73, ¶ 1, and 2) required PLT to return the \$17.1 million illegal subsidy to HealthTrust, see Final Order at 78, ¶ 13. Thus, as a matter of law, the Bureau is entitled to judgment regarding its Motion for Entry of Default Order.⁴

Standard of Review

In order to prevail on a motion for summary judgment, the moving party must show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. RSA 491:8-a, III (2010); Phaneuf Funeral Home v. Little Giant Pump Co., 163 N.H. 727, 730 (2012). In considering a party's motion for summary judgment, the court examines the evidence submitted, and all inferences properly drawn from it, in the light most favorable to the non-moving party. Jeffery v. City of Nashua, 163 N.H. 683, 686 (2012). The non-moving party "may not rest upon mere allegations or denials of his pleadings, but his response, by affidavits or by reference to depositions, answers to interrogatories, or admissions, must set forth specific facts showing that there is a genuine issue for trial." Id. "To the extent that the non-moving party either ignores or does not dispute facts set forth in the moving party's affidavits, they are deemed to be admitted for the purposes of the motion." New Hampshire Division of Human Services v. Allard, 141 N.H. 672, 674 (1997).

⁴ Respondents filed motions to dismiss, challenging the jurisdiction of the Presiding Officer to grant the relief the Bureau's motion requested. On or around April 24, 2014, however, the Presiding Officer denied Respondents' motions, finding that he maintained jurisdiction to determine Respondents' compliance with his directives in the Final Order.

Argument

A. The Undisclosed October Agreement Violates the Governance Provisions of the Final Order.

The Final Order required that “[n]o later than 90 days from the date of this Order, the Local Government Center shall organize its two pooled management programs into a form that provides each program with an independent board and its own set of written bylaws.” Final Order at 73, ¶ 1. Although Respondents initially took steps to comply with these portions of the Final Order, the October Agreement, and the transfers made thereunder, directly violate Paragraph 1 of the Final Order as, once again, both the property-liability lines and the health trust lines are now subject to a single conflicted Board of Directors and a single set of bylaws. Therefore, judgment in the Bureau’s favor is justified.

Initially, “[t]he respondent entities complied with [the organizational requirements] of the Final Order in November 2012 by having the two LLCs adopt separate bylaws and appoint separate governing boards.” Resps.’ Joint Summary of Relevant Facts at ¶ 2. In their next reorganization, Respondents continued to comply with the Final Order’s organizational mandates, when in 2013, PLT, Inc. and HealthTrust, Inc. acquired LGCPLT, LLC and LGCHT, LLC through asset transfers. See Exhibit D at Tabs A and B.

As a result of the undisclosed October Agreement, however, HealthTrust, under the guidance of HealthTrust’s Executive Director and HealthTrust’s Board, now operates the property-liability and workers compensation lines of coverage, formerly run and managed by PLT’s board and management. See Exhibit E; See also “Why the HealthTrust-PLT Settlement Agreement is a Responsible Action,” p. 3 (February 18, 2014)

<http://www.healthtrustnh.org/Resources/ViewDocument/827> (last visited May 8, 2014) (included herein as Exhibit F). Thus, by its own admission, HealthTrust and PLT no longer have separate boards and separate bylaws. See Exhibit E. Rather, the October Agreement appears to allow the successor entities to the LGC pooled risk management programs to replicate the organizational structure that was condemned in the Final Order. Exhibit A at ¶ 6.

In addition to failing to provide each risk pool with an independent board, the undisclosed October Agreement also violates RSA 5-B:3. The enabling statute for pooled risk management groups allows for the pooling of risks by political subdivisions, as “insurance and risk management is essential to the proper functioning of political subdivisions” RSA 5-B:1. RSA 5-B:3, I, allows for this pooling, but requires that operative agreements be entered into by “[a] political subdivision, by resolution of its governing body” Additionally, RSA 5-B:3, I, states, “2 or more political subdivisions may form an association under the laws of this state or affirm an existing association so formed to develop and administer a risk management program”

As noted, supra, the October Agreement between HealthTrust and PLT was not disclosed to any political subdivision until after the property-liability and workers compensation lines had been transferred to HealthTrust. See Exhibit A at ¶ 6. As such, political subdivisions who had agreed to pool risks for workers compensation and/or property liability coverage with other political subdivisions, now find they are exposed to risks associated with healthcare. See Exhibit G. Similarly, HealthTrust risk pool members were not provided with notice or given an opportunity to approve the acquisition of PLT’s lines of coverage and associated risks. Id. Since political subdivisions were not provided with notice of this change, they were unable to provide

the necessary resolution or consents. Thus, for the reasons stated herein, judgment for the Bureau is appropriate.

B. *The October Agreement Precludes the Return of the \$17.1 Million Subsidy to HealthTrust, in Violation of the Final Order.*

The purpose of the October Agreement, to extinguish the \$17.1 million debt owed by PLT to HealthTrust, violates the requirements of Paragraphs 13 and 14 of the Final Administrative Order requiring the return of the \$17.1 million illegal subsidy. The Final Order clearly directs PLT to “re-pay the \$17.1 million subsidy to [HealthTrust], however it may be organized, no later than December 1, 2013.” Final Order at p. 78, ¶ 13. Additionally, the Final Order requires that the “[f]unds received by [HealthTrust] in re-payment of the subsidy, to the extent they constitute amounts in excess of the earnings and surplus of the [HealthTrust] risk pool management program . . . shall be returned to members consistent with RSA 5-B, I(c).” Id. at p. 79, ¶ 14. Yet, as a result of the undisclosed October Agreement, PLT has avoided repayment and HealthTrust has deprived its members of any refundable excess. Accordingly, Respondents are in violation of the Final.⁵

At the time the October Agreement was executed, PLT determined that repayment of the \$17.1 million subsidy to HealthTrust would leave it insolvent. Exhibit E at ¶ 9(a)-(f). HealthTrust claims that it acquired the assets and liabilities of PLT in order to maximize the portion of the \$17.1 million that it could obtain from PLT. Id. at ¶ 11(a)-(f). HealthTrust has represented that it is merely running off the property-liability and workers compensation lines, but HealthTrust has not taken any steps to reduce staff or preserve value as would be expected in

⁵ HT’s recent claims that it is able to repay \$13.9 million and will do so by August 2014, is to no avail. \$13.9 million has not yet been transferred and \$13.9 million is not \$17.1 million and further, the transfer of the assets and liabilities were to be in lieu of a repayment in cash. The fact that HT has now found \$13.9 million undercuts the claims that the October Agreement was necessary and required.

a typical run off. See generally Exhibit F. In fact, at the close of fiscal year 2013, “PLT’s net assets . . . was approximately \$12.2 million, almost \$5 million less than the required \$17.1 million.” Id. at p. 1.

Implicit in the October Agreement is the fact that PLT’s \$17.1 million obligation will not be repaid in full. Also the return of any of the repaid monies to HealthTrust members, as required by Paragraph 14 of the Final Order, will be significantly delayed by the lengthy run off of the property-liability and workers compensation lines. By this agreement, HealthTrust waived any further legal effort to pursue a deficiency in repaying the illegal subsidy. As stated in the October Agreement:

HealthTrust accepts the assignment of all PLT assets and liabilities in full and complete satisfaction of PLT’s obligations to it pursuant to the Final Order, including without limitation, the Ordered Re-Payment or a Similar Order, and PLT shall have no further obligation to HealthTrust under the terms of the Final Order or Similar Order.

Exhibit E at § D(2).

The \$17.1 million debt owed by PLT to HealthTrust, is not a debt incurred in the ordinary course of business, but rather results from the Bureau’s enforcement efforts and the Final Order entered by this Presiding Officer. A primary purpose of this enforcement action and the Final Order was to protect the rights of member political subdivisions to their portion of pool surplus. As such, any compromise or forgiveness of the \$17.1 million debt cannot be accomplished simply by agreement between HealthTrust and PLT, but rather is subject to the jurisdiction of the Bureau and oversight by the Presiding Officer to assure that any compromise or forgiveness complies with the Final Order and adequately protects the interest of HealthTrust members to their portion of the \$17.1 million. See generally Pet.’s Obj. to Mot. to Dismiss. Despite this

obligation, no notice of the proposed transaction was provided to the Bureau. See Exhibit A at ¶ 4. The Bureau only learned of the transfer after it had been fully effectuated. Id.

Not only did the terms of the October Agreement remain concealed from the Supreme Court, the Bureau, and the Presiding Officer in this matter, but the participating political subdivisions were also left in the dark until after the transfer had closed. See Exhibit G.

Moreover, the HealthTrust and PLT boards did not provide any notice to their respective ~~members prior to the undisclosed October Agreement becoming operative on January 10, 2014,~~ nor did they disclose that the members in each of the pools would have very different assets, liabilities and lines of coverage in their risk pool. See Exhibit G. HealthTrust members were not informed they would be responsible for the assets, liabilities and operations of property, casualty and workers compensation lines, and PLT members were not informed they would be responsible for the assets, liabilities and operations of healthcare insurance lines. See id. No member of HealthTrust or PLT was asked to approve the adoption of the October Agreement and none have been asked to ratify it. No political subdivision of the HealthTrust risk pool, as currently configured, adopted a resolution seeking to join and form same. See id.; see also RSA 5-B:3, I.

Thus, as a matter of law, Respondents' continued disregard of the Final Order constitutes a violation of same. Accordingly, judgment for the Bureau is warranted.

Conclusion

The initial September 2011 Staff Petition in this matter sought an order requiring the Respondents to cease and desist their actions that violated RSA chapter 5-B. Two of the issues addressed in the 2011 Staff Petition were also the subject of a Cease and Desist Order and Order

to Show Cause by the Secretary. These issues concerned the governance of the LGC and the repayment of an illegal subsidy. The Final Order required the Respondents to take certain actions in order to comply with RSA chapter 5-B. No part of the Final Order was temporary or time-limited. The Respondents, whether or not temporarily in compliance with the Final Order, are not now in compliance with same. Therefore, Respondents have failed to comply with the requirements of the Final Order, and in particular, those portions that required them to re-organize with separate boards and separate bylaws and to repay \$17.1 million in illegal subsidy payments. Because the Respondents failed to satisfy the requirements of the Final Order, they are not entitled to the statutory exemptions provided for in RSA chapter 5-B. Accordingly, pursuant to the authority extended in RSA 5-B:4-a, I and II, the Final Order should be directly enforced and Respondents deemed not entitled to the statutory exemptions from the state's insurance laws and from state taxation granted pursuant to RSA 5-B:6. The portions of the October Agreement that purport to eliminate or obviate the \$17.1 million payment should be considered void.

Respectfully submitted,

The Bureau of Securities Regulations
State of New Hampshire
By its attorneys,
Bernstein, Shur, Sawyer &
Nelson, P.A.

Dated this 9th day of May, 2014

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/s/ Earle Wingate
The Bureau of Securities Regulation
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Adrian Larochelle, Staff Attorney,
No. 20350

Certificate of Service

I hereby certify that I have served a copy of this motion upon counsel for the LGC successor entities by U.S. Mail and electronically this 9th day of May, 2014, those counsel being Bruce Felmly, Esq., Michael D. Ramsdell, Esq., David I. Frydman, Esq., Patrick Closson, Esq., Peter Baylor, Esq., J. David Leslie, Esq., and Joel Emlen, Esq.

/s/ Andru H. Volinsky

STATE OF NEW HAMPSHIRE
DEPARTMENT OF STATE

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AFFIDAVIT OF TALESHA L. CAYNON

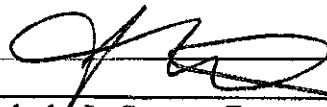
I, Talesha L. Caynon, Esq., depose and state under oath as follows:

1. I am an attorney at Bernstein, Shur, Sawyer & Nelson, P.A., in Manchester, New Hampshire.
2. Attached hereto as Exhibit A is a true and accurate copy of the Affidavit of New Hampshire's Secretary of State, William M. Gardner.
3. Attached hereto as Exhibit B is a true and accurate copy of the December 21, 2012 letter from Brian M. Quirk, Esq. to Andru H. Volinsky, Esq.
4. Attached hereto as Exhibit C is a true and accurate copy of the November 21, 2012 letter from Brian M. Quirk, Esq. to Andru H. Volinsky, Esq.
5. Attached hereto as Exhibit D is a true and accurate copy of the Affidavit of David Frydman, Esq., as well as Tabs A and B, which were appended to Attorney Frydman's Affidavit, and which was originally submitted in New Hampshire Municipal Association, Inc., et al. v. State of New Hampshire Department of State, et al., Merrimack County Superior Court, Docket No. 217-2013-CV-00511.
6. Attached hereto as Exhibit E is a true and accurate copy of the "October Agreement" entered into between HealthTrust, Inc. and PLT, Inc.

7. Attached hereto as Exhibit F is a true and accurate copy of a HealthTrust, Inc. publication entitled, "Why the HealthTrust-PLT Settlement Agreement is a Responsible Action," which can be found on HealthTrust's website under the "Member Messages" portion of its site.

8. Attached hereto as Exhibit G is a true and accurate copy of the January 24, 2014 letter from James Maggiore, Chair of the North Hampton Select Board, to Secretary of State Gardner.



Signed under the penalties of perjury this 9th day of May, 2014.


Talesha L. Caynon, Esq.

STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY

Subscribed and sworn to, before me,

Dated: May 9, 2014


Notary Public/Justice of the Peace 

Giselle Snodgrass
Notary Public
My Commission Expires
April 14, 2018