

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT, (this "Agreement") is entered into this ____ day of October, 2014 (the "Effective Date") by and among Joseph Richey House, Inc., a Maryland non-stock corporation ("JRH"), Brownlow Byron Home, Inc., a Maryland non-stock corporation ("BBH") and together with JRH, "Richey", and Gilchrist Hospice Care, Inc., a Maryland corporation ("Gilchrist") (each a "Party" and collectively, the "Parties").

For the purposes of Sections 14 and 16 only, the JRH Appointed Directors shall be included as a "Party".

Recitals

(i) WHEREAS, Richey and Gilchrist are non-profit providers of hospice services in Maryland; and

(ii) WHEREAS, the Parties believe that their affiliation will strengthen each organization and enhance the continued availability of hospice services in the community.

(iii) WHEREAS, the Parties entered into a Letter of Intent dated May 20, 2014 (the "Letter of Intent") to enter into an affiliation agreement consistent with the terms set forth in the Letter of Intent, and after negotiations, have agreed to enter into this Agreement, which is the "Definitive Agreement" referenced and contemplated in the Letter of Intent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Form of Transaction. Richey and Gilchrist agree to enter into a series of transactions so that Richey will be an affiliated subsidiary of Gilchrist (the "Transaction"). Subject to the Contingencies of Section 11 below, the Transaction will be effective as of the JRH Closing and the BBH Closing (hereafter defined), by amending JRH's and BBH's charters and bylaws as set forth herein, so that Gilchrist will become the sole member of each of JRH and BBH and will have the right to appoint a specified number of members of the Board of Directors (which JRH currently refers to as its "Board of Trustees") as set forth herein. JRH and BBH will each continue to be a separate legal entity, as subsidiaries of Gilchrist, using their current names and trade names (including Dr. Bob's Place), and shall not be merged into Gilchrist. Gilchrist shall cause each of JRH and BBH to continue to exist as charitable non-profit, nonstock corporations, providing hospice and other palliative care services as may be approved by their respective Board of Directors, including care to patients who are under-insured or uninsured or otherwise not able to pay for such services.

2. Governance. At Closing, the Parties shall amend and restate their organizational documents in accordance with Section 10 to make the following changes to the governance structure of each Party:

2.1. JRH. The overall management of JRH will be vested in a Board of Directors consisting of nine (9) members, each having an initial term of five (5) years. Up and through the first five (5) years following the Closing Date (the "First Five Years"), five (5) of the members of the Board of Directors shall be appointed by Gilchrist as the sole member, and four (4) of the members of the Board of Directors shall be appointed by the JRH Board of Directors serving prior to the Effective Date (the "JRH Appointed Directors"). The Home of the All Saints Sisters of the Poor of Baltimore City, located at 1501 Hilton Avenue, Catonsville, MD 21228 (the "All Saints Sisters"), shall also have the right to appoint one non-voting honorary director to JRH's Board of Directors for a five (5) year term. Any vacancy occurring during the First Five Years shall be filled by a vote of the members of the Board of Directors that appointed the Director whose vacancy is being filled or, in the case of the JRH Appointed Directors, by a majority vote of the remaining JRH Appointed Directors serving at the time of the vacancy. During the First Five Years, the Charter and/or By-Laws of JRH may not be amended to increase or decrease the number of members of its Board of Directors, except by vote of seven (7) Members of the Board of Directors (a "Super Majority"). Effective upon the JRH Closing, Catherine Y. Hamel shall be appointed as the Executive Director of JRH.

2.2. BBH. Contingent upon obtaining HUD Approval (as defined below), the overall management of BBH will be vested in a Board of Directors consisting of nine (9) members, each having an initial term of five (5) years. Five (5) of the members of the Board of Directors shall be appointed by Gilchrist as the sole member, and four of the members of the Board of Directors shall be appointed by the BBH Board of Directors serving prior to the Effective Date. The All Saints Sisters shall also have the right to appoint one non-voting honorary director to BBH's Board of Directors for a five (5) year term. Any vacancy occurring during the First Five Years shall be filled by a vote of the members of the Board of Directors that appointed the Director whose vacancy is being filled, or, in the case of the BBH Appointed Directors, by a majority vote of the remaining BBH Appointed Directors serving at the time of the vacancy. . . . During the First Five Years, the Charter and/or By-Laws of BBH may not be amended to increase or decrease the number of members of its Board of Directors, except by vote of seven (7) Members of the Board of Directors (a "Super Majority"). Effective upon the BBH Closing, Catherine Y. Hamel shall be appointed as the Executive Director of BBH.

2.3. Boards of Directors Voting. All decisions of the Boards of Directors of both JRH and BBH shall be made by a vote of a simple majority of the quorum, except for the following decisions which require a Super Majority vote of the Members of Boards of Directors: (i) a sale of any material part of the assets of JRH or BBH; (ii) any merger, consolidation, liquidation, dissolution or similar corporate reorganization involving JRH or BBH; (iii) any change to the charter or bylaws of JRH or BBH; (iv) any proposal to change the name of any program currently operated by Richey under the name Joseph Richey House, Joseph Richey Hospice, or Dr. Bob's Place to a name that does not include the current name, (v) any discontinuation

of a major service line Richey is currently operating or contemplated for re-opening after Closing; (vi) the appointment of directors as set forth in Sections 2.1 and 2.1; and (vii) any move of hospice operations from any of Richey's current facilities or change of the use of any Richey buildings.

2.4. Gilchrist. The individuals serving on the Board of Directors for JRH prior to the Effective Date shall have the right to appoint one (1) director for a three (3) year term to the Board of Directors of Gilchrist.

3. Continuing and Future Operations. The provisions of this Section 3 shall constitute covenants of Gilchrist, which shall survive Closing and Gilchrist's becoming the sole member of JRH and BBH, and shall be enforceable by JRH and BBH:

3.1. Richey will work with Gilchrist to examine ways in which Richey can realize benefits from Gilchrist's expertise and from integration with Gilchrist's operations so as to reduce the cost of operations at JRH and BBH. In particular and without limitation, Gilchrist will, as soon as practicable: (a) transition JRH's medical records and related bookkeeping to an electronic medical records and billing systems so that JRH will be in compliance with all federal and state requirements for such systems; (b) upgrade Richey's computer and data systems; (c) assist Richey in making sure its buildings and properties are in compliance with all applicable laws and safety requirements; (d) strengthen Richey's marketing programs and resources to increase the flow of patients to Richey's facilities; and (e) provide expertise, advice and resources to assist Richey in improving its fundraising and fund development results.

3.2. It is the intention of Gilchrist to continue the operations of Richey in Baltimore City in accordance with the terms of this Agreement. Gilchrist will provide its expertise in determining what program adjustments are necessary to increase operating efficiencies at Richey and what support services under Section 3.3 below are needed to enable Richey to become viable as separate organizations. Richey will retain ownership of its current Certificate of Need for various jurisdictions.

3.3. Gilchrist will provide Richey with access to Gilchrist's support services, including but not limited to, fundraising and marketing personnel, finance and accounting, computer systems, voice and data technology, and building maintenance expertise.

3.4. After Closing, Gilchrist shall cause the in-patient programs of Dr. Bob's Place to be re-opened and its pediatric hospice program shall be redeveloped in a way that takes into account Gilchrist's existing pediatric programs for the betterment of both, provided that (i) the in-patient program may be reopened with fewer beds and include not only hospice services but also transitional care (including respite care and short-term pain and symptom management), palliative care and other services for pediatric patients; (ii) the pediatric mission previously followed will be reevaluated and, subject to a Super Majority vote of the Board of Directors of JRH, may be

modified; and (iii) the programs shall remain open as long as they are self-sustaining after a reasonable period of time, through patient billings, directed charitable donations, research grants, and/or income generated from directed endowments or similar funds. It is not the intention to reopen a Dr. Bob's pediatric out-patient program operating out of Richey Hospice. Gilchrist shall provide reasonable resource assistance to the JRH Appointed Directors and other interested parties to raise the funds described in clause (iii) above. Decisions regarding the business plan to reopen Dr. Bob's Place and its mission shall be made by the post-Closing JRH Board of Directors after consultation with the Executive Director of JRH and the clinical director of Dr. Bob's Place. To ensure successful reopening of the Dr. Bob's Place program subject to the terms of this Paragraph 3.4, Gilchrist and JRH shall establish a working group to include the Pediatric Inpatient Program Director (currently Janet Will), Dr. John Irwin (if he is willing), and one of the JRH Appointed Directors, as well as participants from Gilchrist and JRH to be selected by JRH's Executive Director, which shall meet regularly and shall report to the JRH Board of Directors on a monthly basis on the progress being made to reopen Dr. Bob's Place consistent with this Paragraph 3.4. The obligations of Gilchrist under this paragraph shall have no expiration, except as expressly set forth in clause 3.4(iii) above.

3.5. JRH's adult out-patient programs shall be merged with the adult out-patient programs of Gilchrist. The net operating income revenue of the consolidated program shall be allocated pro rata between Gilchrist and JRH based on the relative number of patients each program has as of July 1, 2014 or such other manner as may be determined from time to time by Gilchrist and JRH's Board, as determined by a Super Majority vote, to be fair to both organizations.

3.6. From an operational perspective, the Affiliation shall be accomplished substantially in accordance with the Affiliation Plan attached hereto and made a part hereof as Exhibit A.

3.7. Prior to Closing, Gilchrist will confirm in writing with Richey, which shall be added to this Agreement as Schedule 3.7, the terms and conditions on which Gilchrist will be entitled to be repaid for all pre-Closing loans and advances made to Richey, which shall be sufficient to classify the debts on Richey's balance sheet as a long-term liability and will take into account JRH's financial condition, including whether it has three (3) months cash reserves and is generally paying all other debts when due. In addition, within a commercially reasonable time after Closing, all JRH vendors whose undisputed bills are more than sixty (60) days past due shall be paid in full.

4. Status Quo. During the period from the date of this Agreement to the Closing, JRH and BBH shall use their best efforts, consistent with their limited resources, to maintain the status quo in their operations, contracts, certifications and other necessary conditions or requirements of its operations in the ordinary course of its business and in accordance with its past practice, except to the extent that Gilchrist approves any exceptions. To that end JRH and BBH will not enter into any new contracts, capital transactions, material agreements, or submit any new bids,

open new programs or close existing programs, hire or fire any key employees, or amend their organizational documents without consultation with a designee of Gilchrist, which consent shall not be unreasonably withheld, delayed or conditioned, and which consent shall not be necessary for any contract entered into in the ordinary course of business, which is necessary for patient services in the manner currently being provided and which is terminable upon 30 days' notice. Richey shall immediately provide Gilchrist a copy of any contract entered into pursuant to the foregoing sentence for which Gilchrist's consent is not required. Richey shall at all times give Gilchrist notice of any material adverse events, such as any new defaults on loans or other credit agreements, litigation instituted against Richey, or any similar event that would have a material adverse effect on the business or assets of Richey Hospice.

5. Representations of Richey. JRH and BBH, on a joint and several basis, each represent and warrant to Gilchrist as of the date of the execution of this Agreement, and continuously until the date of Closing that to their actual knowledge, information and belief:

5.1. Existence; Authority. JRH and BBH are each a non-stock corporation duly organized, validly existing and in good standing under the laws of Maryland with all requisite corporate power and authority to own, lease and operate its property and assets and to carry on its business as it has been and is now being conducted. BBH is required to obtain the approval of the Department of Housing and Urban Development ("HUD Approval") to revise its By-Laws and HUD Approval was not obtained for By-Laws revisions after 2004. Except for the HUD Approval, JRH and BBH each have all requisite corporate power, authority and capacity to execute and deliver this Agreement and any other agreements contemplated hereby and to perform their obligations under this Agreement and any agreements to be entered into and performed in connection herewith to consummate the Transaction.

5.2. Authorization. Except for the HUD Approval, the execution, delivery and performance by JRH or BBH of this Agreement have been duly and validly authorized, and this Agreement is a valid and binding obligation of JRH and BBH, enforceable in accordance with its terms.

5.3. Subsidiaries. Neither JRH nor BBH has any equity interest in any other entity, nor has a subsidiaries or related corporations, partnerships, companies.

5.4. No Conflict. Assuming the governmental consents described in Section 5.5 are obtained, neither the execution and delivery of this Agreement nor the consummation of the Transaction nor compliance by JRH or BBH with any provisions hereof will result in the breach or violation of any term or provision or constitute a default under or conflict with any terms of any material contract, agreement, lease, commitment, license, franchise, permit, authorization, or concession to which JRH or BBH is a party or by which JRH or BBH is bound, or constitute such an event which with notice, lapse of time, or both, would result in any breach, violation or default, or conflict with or result in any violation by JRH or BBH of any statute, rule, regulation, ordinance, code or any order, judgment, writ,

injunction, decree or award known to JRH or BBH , or constitute an event which with notice, lapse of time, or both would result in any such violation.

5.5. Governmental Consents. Except as set forth on Schedule 5.5 (the "Required Governmental Consents"), no approval, authorization, consent or order or action of or filing with any court, administrative agency, or other governmental authority is required for the valid execution and delivery of this Agreement or the consummation of the Transaction contemplated under this Agreement, or is necessary in order that JRH or BBH or any of their operations may be operated immediately following the Closing in substantially the same manner as heretofore operated.

5.6. Financial Statements. JRH and BBH have both delivered to Gilchrist their audited consolidated financial statements consisting of a balance sheet, statement of activities, and a statement of cash flows, all for the year ended 2012 certified by Mullan Sondberg Wimbish & Stone, P.A., certified public accountants (the "Audited Financial Statements"). There are no obligations or liabilities, whether absolute, accrued or contingent, including, without limiting liabilities for taxes, of JRH or BBH which are required in accordance with generally accepted accounting principles to be reflected or disclosed in the Audited Financial Statements which have not been so reflected or disclosed. JRH or BBH have delivered to Gilchrist unaudited interim financial statements consisting of a balance sheet and statements of operations for the period ended May 31, 2014 (the "Interim Financial Statements"). The Interim Financial Statements present fairly and accurately the financial condition, results of operations and changes in financial position of JRH and BBH through the aforesaid date and do not omit to disclose any obligations or liabilities, whether absolute, accrued or contingent, which would normally be disclosed under generally accepted accounting principles. The Audited Financial Statements and the Interim Financial Statements fairly and accurately reflect the collectible accounts receivable of JRH and BBH, with adequate allowances for uncollectible accounts.

5.7. Real Property.

5.7(a) Schedule 5.7(a) sets forth an accurate and complete list of each parcel constituting the real property owned by JRH or BBH (the "Real Property"), and, with respect to each such parcel, includes its street address, if any. Except as set forth in Schedule 5.7(a) and, except for Permitted Real Property Encumbrances (as defined herein), there are no contracts or agreements, oral or written, relating to or affecting the Real Property that would affect or restrict rights to ownership or use or any interest therein. Except as set forth on Schedule 5.7(a) and subject to the Permitted Real Property Encumbrances, JRH or BBH is the sole and exclusive legal and equitable owner of all right, title and interest in and has good and marketable title in fee simple absolute to and is in possession of all Real Property, including the buildings, structures and improvements situated thereon and appurtenances thereto, in each case as of the date of Closing free and clear of all liens other than Permitted Real Property Encumbrances. For purposes hereof, the term "Permitted Real Property Encumbrances" shall mean: (i) public and utility easements, rights of ingress and egress and building lines and use or occupancy restrictions and covenants of record; (ii) liens for taxes that are not yet due and payable on the

date of Closing; (iii) such other title matters existing prior to the date of Closing that are created by or with the written consent of Gilchrist; (iv) minor survey exceptions, reciprocal and utility easement agreements and other customary encumbrances on title to real property that do not individually or in the aggregate diminish the value or use of such property in any material respect; (v) zoning, use and building laws, regulations, ordinances and codes of any governmental authority or agency applicable to the Real Property; and (vi) those additional encumbrances identified in Schedule 5.7(a).

5.7(b) Neither the whole nor any portion of any Real Property has been condemned, requisitioned or otherwise taken by any public authority, no notice of any such condemnation, requisition or taking has been received, and no such condemnation, requisition or taking of the Real Property is threatened in writing.

5.7(c) Except as set forth on Schedule 5.7(c) Richey has received no written notice from any governmental authority that the Real Property is not in compliance with all applicable legal requirements, and neither JRH nor BBH have received any written notice from any governmental authority that the buildings, structures, other improvements and fixtures on such Real Property and the operations of the facilities in or about any Real Property therein conducted do not conform to all legal requirements. Schedule 5.7(c) sets forth all of the Real Property for which permits and licenses have been or are being obtained. JRH and BBH have all easements and rights reasonably necessary or appropriate to conduct their business at the Real Property. All licenses and permits listed on Schedule 5.7(c) will not be affected by the transaction contemplated by this Agreement.

5.7(d) None of the utility companies serving any building or facility of JRH or BBH has threatened JRH or BBH in writing with any reduction in service within the 30 days prior to the date of this Agreement. All installation and connection charges have been paid for in full.

5.7(e) Neither JRH nor BBH has filed any challenges or appeals regarding the amount of taxes on, or the assessed valuation of, the Real Property, and JRH nor BBH have not made any special arrangements or agreements with any governmental authority with respect thereto. There is no tax assessment (which is in addition to the normal, annual general real estate tax assessment) pending or threatened with respect to any portion of the Real Property.

5.7(f) There are currently, and as of the date of Closing there shall be, no occupancy rights (written or oral), leases or tenancies granted by JRH or BBH with respect to the Property, other than the rights of the hospice care patients under unrecorded agreements.

5.7(g) Storm water facilities, electrical facilities, gas facilities, if any, telephone facilities and cable television facilities (collectively, the "Utilities"), necessary to the operation of Richey's business as it is currently being operated, are installed in and are duly connected to the Real Property. All Utilities can be used without any charge, except normal and usual utility charges relating to consumption and metropolitan district or sanitary commission charges and assessments payable on an annual basis.

5.7(h) No treatment has been undertaken with respect to termite, rodent, or similar infestation, fungi, or dry rot on the Real Property other than normal periodic service and, to Richey's knowledge there is no damage to any portion of the structures on the Real Property from termite, rodent, or similar infestation, fungi, or dry rot.

5.7(i) Neither JRH, BBH, nor their respective agents, employees, have placed on the Property (including the land, surface water, ground water, and any improvements), and the Property is free of, any material amounts of waste or debris, and the Property is free of contamination including: (i) any "Hazardous Waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (iii) any "oil" as defined by the Maryland Environment Code Ann. Section 4-401, as amended from time to time; (iv) any "hazardous substance" as defined by the Maryland Health Environmental Code Ann., Title 7, subtitle 2, as amended from time to time and regulations promulgated thereunder; (v) any substance the presence of which on the Property is prohibited by any other federal, state, or local law applicable to the Property; (vi) any asbestos or products containing asbestos; (vii) lead paint; and (viii) underground storage tanks.

5.7(j) There is no written notice of any pending or threatened eminent domain or condemnation proceedings which would affect the Real Property or any part thereof.

5.8. Liabilities. Neither JRH nor BBH has any liabilities, whether absolute, accrued, contingent or otherwise, due or to become due, including without limitation liabilities for taxes or professional liabilities not covered by insurance, which alone, or in the aggregate have had or will have a material adverse effect on the business, financial condition or results of operations of either JRH or BBH, except as otherwise disclosed on Schedule 5.8, or as shown on Audited Financial Statements or the Interim Financial Statements.

5.9. Tax Exemption. Both JRH and BBH are recognized as exempt from tax under Section 501(c)(3) of the Internal Revenue Code as amended. Neither JRH nor BBH has any knowledge of any action by the Internal Revenue Service to revoke or terminate their tax exempt status. A copy of the IRS determination letter for each of JRH and BBH are attached hereto as Schedule 5.9.

5.10. Tax Filings. Except as may be set forth in Schedule 5.10, all material returns, reports, plans and filings required to be filed by JRH and BBH with any federal, state or local government authorities in connection with its operations have been timely filed in compliance with all material applicable requirements. Each such return, report, plan and filing contains no materially untrue or misleading statement and does not omit anything which would cause it to be misleading and inaccurate in any material respect. All taxes, fees, assessments, governmental charges, penalties, interest and fines due (including, without limitation, taxes on properties, income, franchises, licenses, sales, and payrolls) to federal, state and local authorities have

been paid and there is no pending tax examination or audit of, nor any action, suit, investigation of claim asserted or to either JRH or BBH's knowledge, threatened, against either of JRH or BBH by any federal, state or local authority and there has been no waiver of any statute of limitations or extension of time for assessment of any taxes against JRH or BBH. Proper amounts have been withheld and paid to appropriate federal and state depositories by JRH or BBH for all employment taxes payable for all periods and portions thereof. A copy of each the IRS Form 990 for tax years 2011 and 2012 for JRH and BBH have been provided to Gilchrist as of the Effective Date.

5.11. Labor Relations. Neither JRH nor BBH are parties to any labor or collective bargaining agreement. There are no labor or collective bargaining agreements which pertain to any employees engaged in the operations of JRH or BBH, and no employees of JRH or BBH are represented by any labor organization. No labor organization or group of employees has made a pending demand for recognition. There are no recognition proceedings or petitions seeking representation proceedings presently pending or, to the best knowledge of JRH or BBH threatened, and there is no organizing activity involving JRH or BBH pending or, to the best knowledge of JRH and BBH, threatened by any labor organization or group of employees of JRH or BBH.

5.12. Employment Disputes. There are no complaints, claims or charges against JRH or BBH pending or threatened to be brought or filed with any governmental body based on or arising out of or otherwise relating to the employment of any individual, including any claim of worker's compensation, discrimination, violation of Federal Labor Standards Act, harassment or any other cause related to employment, except as disclosed on Schedule 5.12.

5.13. Litigation. There is no action, suit, proceeding or claim by any governmental agency, person, or entity pending or threatened against JRH or BBH and neither JRH nor BBH knows of no grounds or basis for any such action, suit, proceeding, claim or investigation, except as disclosed on Schedule 5.13.

5.14. Material Contracts.

5.14(a) "Material Contract" means each contract, agreement or other commitment (other than this Agreement), or series thereof among the same parties, to which either JRH or BBH is a party and: (i) which contains an obligation of any party thereto to pay at least \$25,000 in the aggregate; (ii) contains covenants of JRH or BBH not to compete in any line of business, industry or geographical area or covenants not to solicit or hire any employee or group of employees of any other person that are currently in effect; (iii) relates to the acquisition or disposition (by merger, purchase or sale of stock or assets or otherwise) by JRH or BBH of any of its operating businesses or material assets; (iv) which creates a partnership, limited liability company or joint venture or similar arrangement; (v) under which JRH or BBH has made, or has agreed or committed to make, advances or loans to any other business or person (except for any business advances to employees in the ordinary course of business); (vi) evidences indebtedness

or creates an encumbrance; or (vii) governs any grant, charitable donation, bequest, endowment or similar gift made to Richey on or after July 1, 2010.

5.14(b) Schedule 5.14(b) lists all Material Contracts. Except as described on Schedule 5.14(b), each Material Contract (a) has been entered into by JRH or BBH in the normal course of their businesses, and (b) is in full force and effect, and has not been amended or modified except as described on Schedule 5.14(b). Neither JRH nor BBH is currently in default in any material respect, nor has JRH or BBH received any written notice that either of them is in default, with respect to any Material Contract, and no other party to any Material Contract is currently in default in any material respect or has any defense, counterclaim or offset right. Neither JRH nor BBH has assigned or encumbered any such Material Contract in any manner.

5.15. ERISA. JRH and BBH only have the employee pension benefit plans (as defined in the Employee Retirement Income Security Act of 1974), as amended ("ERISA") which are described in the Audited Financial Statements. Each employee pension benefit plan maintained by JRH and BBH respectively and complies in all material respects with the requirements of ERISA and the Internal Revenue Code, and all such plans have been administered in compliance with the requirements of ERISA, the Internal Revenue Service Code and all legislation regulating employee pension benefit plans. All reporting and disclosure requirements of ERISA have been met in all material respects. Neither JRH nor BBH has any liability on account of any accumulated funding deficiency or on account of any failure to make contributions or to pay benefits under any employee pension benefit plan. Neither JRH nor BBH has engaged in any prohibited transaction with respect to any employee pension benefit plan that would result, directly or indirectly, in the imposition of any excess tax under ERISA or the Internal Revenue Code. No reportable event under ERISA has occurred with respect to any employee pension benefit plan.

5.16. Insurance. Each of JRH and BBH maintains, and has maintained for at least seven years, liability insurance covering malpractice (on a claims made basis), public liability, property damage, and workers' compensation. No currently pending notice of cancellation or nonrenewal with respect to, or disallowance of any claim under, any such insurance coverage has been received by either of JRH or BBH and neither JRH nor BBH has breached the terms of any policy or failed to give notice of any claim in a timely fashion. Schedule 5.16.1 contains a list of all insurance policies currently maintained by JRH or BBH and Schedule 5.16.2 contains a list of all pending claims under any policy of insurance.

5.17. Bank Accounts. All funds of JRH and BBH, except petty cash in an amount not exceeding \$1,000, are deposited in bank accounts, savings accounts, or other financial accounts in the name of JRH and BBH respectively, and are properly reflected in the financial statements for both JRH and BBH.

5.18. Tradenames. Each of JRH and BBH has the right to the use of its name and any tradenames or services marks regularly in use by it, including Joseph Richey House, Joseph Richey Hospice, or Dr. Bob's Place. No person has made or, to the

best knowledge of either JRH or BBH , threatened to make, any claims that the operation of either JRH or BBH using its name, tradename and trade or service marks infringes on the trade rights of any third party. Gilchrist will lend its expertise and resources to Richey in recommending appropriate trade and service mark protections and in securing such protections.

5.19. Software Licenses. Each of JRH and BBH owns outright or holds valid licenses to all copies of all software used by it and its employees in its respective business. No use of software by either of JRH or BBH infringes upon or violates any patent, copyright, trade secret or other proprietary right of any other person and no claim with respect to any such infringement or violation is threatened.

5.20. Kick Backs. No employee or agent of either JRH or BBH, nor any officer or director of either JRH or BBH has received any gift, rebate, payment, commission, promotional allowance or other economic benefit regardless of nature or type, from any supplier, healthcare provider, governmental employee or other person with whom either JRH or BBH has done business, directly or indirectly, or directly or indirectly given or agreed to give any gift, rebate, payment, commission, promotional allowance or other economic benefit to any supplier, healthcare provider, governmental employee or other person who is or may be in a position to help or hinder the business of either JRH or BBH which, in either case, would reasonably be expected to subject either of JRH or BBH to any material damage or penalty in any civil, criminal or governmental litigation or proceeding.

5.21. Private Inurement. There are no outstanding loans or obligations payable to any employee, director, or officer of either JRH or BBH or to a related family member of any employee, director or officer of JRH or BBH. No employee, director or officer of JRH or BBH and no related family member is liable on account of any loan or advance by JRH or BBH to such employee, officer or director or to a related family member.

5.22. Licenses. Each of JRH and BBH hold all licenses, permits, registrations, certificates and accreditations, consents, approvals, certificates of need, qualifications and franchises from federal, state, and local governmental regulatory bodies required to be held by it to own, occupy, lease or operate, as applicable, all of its businesses as currently being operated, all of which are valid and in full force and effect. No notice or warning from any authority with respect to the suspension, restriction, revocation, or termination of any of the licenses or permits has been issued or given to JRH or BBH nor is JRH or BBH aware of the proposed or threatened issuance of any such notice or warning.

5.23. Employees. Neither JRH nor BBH have any written agreements with any of its employees, other than as set forth in Schedule 5.23, which would entitle any employee to continue employment other than on an at will basis.

5.24. Medicare and Medicaid. JRH is certified as a participating healthcare provider in the Medicare and Medicaid programs. To the knowledge of each of JRH and BBH, each respective entity is in compliance in all material respects with the terms, conditions and provisions of participation in and acting as a provider or supplier to the Medicare and Medicaid programs and there is not threatened or pending any proceeding or investigation under the Medicare or Medicaid programs involving either of JRH's or BBH's operations, except as may be set forth in Schedule 5.24. All liabilities and contractual adjustments of JRH, BBH, or Medicare or Medicaid are properly and adequately reflected or reserved for in the Audited Financial Statements.

5.25. All representations and warranties contained in this Agreement are true and correct as of the date hereof and will be true and correct as of the date of Closing, to the best of JRH's and BBH's knowledge, information and belief.

6. Representations of Gilchrist. Gilchrist represents and warrants to JRH and BBH as of the date of the execution of this Agreement and continuously until the date of Closing as follows:

6.1. Organization; Authority. Gilchrist is a non-profit corporation duly organized, validly existing and in good standing under the laws of Maryland with all requisite corporate power and authority to own, lease and operate its property and assets and to carry on its business as it has been and is now being conducted. Gilchrist has all requisite corporate power, authority and capacity to execute and deliver this Agreement and any other agreements contemplated hereby and to perform its obligations under this Agreement and any agreements to be entered into and performed in connection herewith to consummate the Transaction. The execution, delivery, and performance by Gilchrist of this Agreement have been duly and validly authorized, and this Agreement is a valid and binding obligation of Gilchrist, enforceable in accordance with its terms.

6.2. No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the Transaction nor compliance by Gilchrist with any provisions hereof will result in the breach or violation of any term or provision or constitute a default under or conflict with any terms of any material contract, agreement, lease, commitment, license, franchise, permit, authorization, or concession to which Gilchrist is a party or by which Gilchrist is bound, or constitute such an event which with notice, lapse of time, or both, would result in any breach, violation or default, or conflict with or result in any violation by Gilchrist of any statute, rule, regulation, ordinance, code or any order, judgment, writ, injunction, decree or award known to Gilchrist, or constitute an event which with notice, lapse of time, or both would result in any such violation.

6.3. Governmental Consents. No approval, authorization, consent or order or action of or filing with any court, administrative agency, or other governmental authority is required for the valid execution and delivery of this Agreement or the consummation of the Transaction contemplated under this Agreement, or is necessary

in order that Gilchrist or any of its operations may be operated immediately following the Closing in substantially the same manner as heretofore operated.

6.4. All representations warranties contained in this Agreement are true and correct as of the date hereof and will be true and correct as of the date of Closing.

7. Due Diligence. Gilchrist has completed substantial due diligence with respect to this transaction prior to the execution of this Agreement and shall have an additional 15 days after the Effective Date to complete its due diligence. ("Extended Study Period"). During the period beginning with the execution of this Agreement and continuing until Closing, Gilchrist, its employees and agents (including attorneys and accountants) shall have the right to continue to conduct additional due diligence review of each of JRH and BBH and information gathering relating to the transition to the operations of Richey following Closing. However, except for the specific BBH real property information described above to be provided during the Extended BBH Study Period, no such information shall provide Gilchrist with the right to decline to proceed to Closing. Between the Effective Date and the date of Closing, Richey shall continue to afford to the authorized representatives and agents of Gilchrist, upon reasonable advance notice to Richey, reasonable access to and the right to inspect the plants, properties, books and records of Richey relating to its operations, assets and the Real Property, and will furnish Gilchrist with such additional financial and operating data and other information as to its operations, assets and Real Property as Gilchrist may from time to time reasonably request. Gilchrist's right of access and inspection shall be made in such a manner as not to interfere unreasonably with the operation of Richey's business. Gilchrist may not conduct any borings, drilling or other non-destructive testing without first requesting and obtaining Richey's prior written consent, which shall not be unreasonably withheld. Richey shall have the right to be present during any such inspection to be conducted on the property, and the Gilchrist and Richey shall cooperate in interactions between Gilchrist and Richey's staff during any such inspection. Gilchrist shall keep all information and data received or discovered in connection with the due diligence inspections strictly confidential, sharing all such information only with its consultants. Gilchrist agrees that it will restore the Real Property to its condition prior to conducting any tests or inspections. Gilchrist will indemnify and hold Richey harmless from any and all liability for property damage and/or personal injuries arising out of or related in any way to the activities of Gilchrist or its contractors, agents, or employees in their conduct of any such investigations and tests.

8. Confidentiality.

8.1. All information, instruments, documents and details concerning the respective Richey and Gilchrist prior to the Closing are strictly confidential, and Richey and Gilchrist covenant and agree that they will not, nor will they allow any of their respective officers, directors, employees, attorneys or agents (including professional advisors) to, reproduce, distribute or disclose any matters relating to the business of the other prior to the Closing or relating to the proposed Transaction, this Agreement, its negotiation, terms, provisions or conditions (collectively, the "Confidential Information"), except for disclosure to their respective professional advisors (who shall be similarly bound) as reasonably necessary to effect the

transactions contemplated hereby and in a manner consistent with the provisions of this Agreement.

8.2. Notwithstanding the foregoing, (i) nothing contained in this Section 8 shall prohibit either Richey or Gilchrist from disclosing the transactions contemplated hereby to any governmental authorities to the extent reasonably necessary to obtain any license, participations and accreditations contemplated hereby or any other governmental authority approvals as may be required for the transactions contemplated hereby; (ii) Richey and Gilchrist shall be entitled to disclose to third parties such information regarding the transactions contemplated hereby as is necessary to obtain such third parties' consents required to consummate the Transaction; (iii) each Party shall be entitled to disclose any information relating to a breach by another Party of any of its obligations under this Agreement; and (iv) disclosures required by any legal requirements are permitted. In addition, upon execution of this Agreement, Richey and Gilchrist will issue a joint press release announcing this Agreement and the transactions contemplated thereby, in a form approved by both parties, so that the subject of this Agreement (but not its details) will be known to the public generally and third parties with whom Richey or Gilchrist have significant relationships.

8.3. Except as specifically permitted by this Section 8.2, each Party shall keep all Confidential Information obtained from any other Party either before or after the date of this Agreement confidential, and no Party shall directly or indirectly, use, transfer, distribute, disclose or reveal such information to, nor produce copies of any such written information for, any entity or person outside its management group or its professional advisors without the prior written consent of the other Parties, unless the disclosing Party is compelled or required to disclose such information by judicial or administrative process or by any other legal requirements. If the Transaction were to fail to close for any reason, each Party shall return to the other or, in the case of copies, destroy as soon as possible all originals and copies of written information provided to such Party by or on behalf of such other Parties as well as all summaries, analyses, notes, and other embodiments of such information (except an attorneys' archival copy for records purposes only), and none of such information shall be used by any Party, or its employees, agents or representatives, in the business operations of any Person.

8.4. Notwithstanding the foregoing, each Party's obligations under this Section 8 shall not apply to any information or document which is or becomes available to the public (other than as a result of a disclosure in violation of any obligation or agreement) or becomes available to the Party on a non-confidential basis from a source other than another Party or its officers, directors, employees or agents. The Parties' obligations under this Section 8 shall survive for two (2) years after the termination of this Agreement or the Closing.

9. No Shop. Except for the sale of inventory and other assets in the ordinary course, Richey agrees that, from the date hereof through the date of consummation or earlier termination of this

Agreement, it shall not, and shall not permit any of its affiliates or employees or any attorney, adviser or other representative of Richey to, directly or indirectly, (i) offer for sale or solicit offers to buy, affiliate, or merge with Richey, (ii) hold discussions or negotiate with, or provide information to, any person (other than Gilchrist) with a view towards such an offer or solicitation or with a view towards a sale, affiliation or a merger or consolidation of any entity owning the assets used in Richey's business, or (iii) enter into any contract with any such person or entity relating to the sale or other disposition of any of the Richey's business or the Real Property.

10. Binding Effect. This Agreement is a binding agreement, subject only to the Contingencies set forth in Section 11 below. Execution of this Agreement has been approved by the Board of Directors of Gilchrist, the Board of Directors of JRH, and the Board of Directors for BBH. If the Contingencies are satisfied or waived, the parties will approve all necessary resolutions and will execute and deliver the following documents at Closing:

10.1. Amended and Restated Articles of Incorporation of JRH attached hereto as Exhibit B;

10.2. Amended and Restated Bylaws of JRH attached hereto as Exhibit C;

10.3. Amended and Restated Articles of Incorporation of BBH attached hereto as Exhibit D;

10.4. Subject to HUD Approval, Amended and Restated Bylaws of BBH attached hereto as Exhibit E;

10.5. Amendment to Amended and Restated By-Laws of Gilchrist attached hereto as Exhibit F;

10.6. A certificate executed by each Party and dated as of the date of Closing and reasonably satisfactory in form and substance to the other Parties, certifying that (i) each of the representations and warranties of such Party contained herein is true and correct on and as of the date of Closing, and (ii) each Party shall have performed and complied with all agreements, obligations, covenants and conditions required to be performed or complied with by them pursuant hereto on or prior to the date of Closing, except as may have been waived in writing.

10.7. A certificate of the Secretary of each Party dated as of the date of Closing certifying: (i) that attached thereto is a true and complete copy of all resolutions adopted by the each respective Party's Board of Directors or Board of Directors authorizing the execution, delivery, and performance of this Agreement and all transactions contemplated by this Agreement and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement.

10.8. Such other documents and certifications as are, in the opinion of counsel for either of the parties hereto, requisite to accomplish the Transaction.

In the event that the parties are unable in good faith to agree upon the terms and conditions of the other documents, then either party may terminate this Agreement.

11. Contingencies. This Agreement is binding upon Gilchrist, contingent only upon: (a) no material breach by JRH or BBH of any of the representations and warranties contained in Section 5 of this Agreement, (b) receipt of all Required Governmental Consents, including HUD Approval, except to the extent waived by Gilchrist, and (c) satisfactory completion of due diligence during the Extended Study Period (the "Contingencies"). Gilchrist shall make commercially reasonable efforts to satisfy all Contingencies after the Effective Date. Prior to Closing, Richey is dependent upon funding from Gilchrist to cover Richey's operating cash flow deficits. In the event that Gilchrist fails to continue to provide such funding through the Closing date, Richey may elect to terminate this Agreement, in which event Richey would have no further obligations under this Agreement. In addition, Richey's obligation to close is contingent upon approval of this Agreement by Richey's secured lender, Manufacturers and Traders Trust Company.

12. Rights on Failure of Contingency or Breach of Warranty: In the event that a Contingency exists, or that there is a breach of any warranty set forth in Section 5, above, Gilchrist shall have the following alternative rights: (a) to waive the Contingency or breach of warranty and proceed to Closing; or (b) to terminate this Agreement by written notice to the other party. In the event that there is a breach of any representation or warranty set forth in Section 6 above, Richey shall have the following alternative rights: (a) to waive the breach and proceed to Closing; or (b) to terminate this Agreement by written notice to the other party. Neither Party to this Agreement shall have any cause of action for equitable relief or for damages on account of the failure of a Contingency or a breach of warranty.

13. Closing. Closing of the transaction shall take place at such time and such location as mutually agreed to by the parties, but not later than fifteen (15) days after satisfaction of the Contingencies ("Closing"). The Parties agree that Closing will be achieved in two stages. Closing with respect to JRH (the "JRH Closing") shall take place not later than five (5) business days after execution of this Agreement. Closing with respect to BBH (the "BBH Closing") shall take place 15 days after all Required Governmental Consents are obtained for the BBH Closing. Prior to each Closing, counsel for Gilchrist will prepare the necessary resolutions to be adopted by the JRH and BBH respective Boards of Directors and the Gilchrist Board of Directors, which resolutions shall be subject to approval by JRH and BBH, which approval shall not be unreasonably withheld. Each of the parties to this Agreement will have all necessary resolutions approved prior to the date of each Closing. The rights and obligations set forth in this Agreement shall survive the Closing.

14. Unwind. Up and until the date three (3) years after the date of Closing (the "Transition Period," in the event that the JRH Appointed Directors unanimously determine that the Transaction is failing to preserve and continue the JRH mission in a way reasonably satisfactory to the JRH Appointed Directors (an "Unwind Determination"), -as measured by their consideration of the Unwind Criteria (as defined below), then the JRH Appointed Directors may trigger a termination of this Transaction (an "Unwind") by written notice to Gilchrist. In the

event of an Unwind: (i) Gilchrist's status as the member of JRH shall automatically terminate and the JRH Appointed Directors then serving automatically shall become the sole members of JRH and BBH and the sole board members of JRH and BBH, without any action being required; (ii) the members of the Board of Directors appointed by Gilchrist shall automatically, without any action being required, be deemed to have resigned; (iii) the real property and other tangible assets of Richey and BBH (including any certificates of need) shall be sold, under the direction of the JRH Appointed Directors as the then sole directors of JRH and BBH, for their fair value (subject to any restrictions that may exist under existing agreements and applicable law), with Gilchrist to have an option to purchase the Richey Hospice and BBH real property at a price equal to the fair market value of the assets as of the Unwind Determination and against which Gilchrist shall be entitled to a credit for (A) any outstanding loans (including accrued and unpaid interest) made to JRH before or after Closing, plus any other funds invested by Gilchrist, and (B) one half of any increase in the value of the assets other than the real estate between the Closing and the Unwind Determination, provided that in no event shall the price to be paid by Gilchrist be less than the amount necessary to pay all of the secured creditors of JRH and BBH, including, but not limited to M&T Bank; and (iv) the sale proceeds shall be used to pay JRH's and BBH's debts, with the remaining funds to be retained by JRH, which shall remain a separate charitable organization devoted to providing assistance to hospice patients and their families. After the Unwind, JRH's rights as a beneficiary of the Langenfelter Trust shall be retained by JRH for its charitable purposes. For purposes hereof, the term "Unwind Criteria" shall mean: (i) whether JRH has reopened and sustained an in-patient pediatric program using the "Dr. Bob's" trade name, prior to the expiration of the Transition Period, to provide hospice, palliative and/or related care for pediatric in-patients (a "Pediatrics Program"), and (ii) whether JRH and BBH continue to sustain their missions to provide quality care with levels of charity care ("Charity Care Commitment") deemed to be appropriate and consistent with the JRH mission prior to Closing. Notwithstanding the foregoing, in the event that JRH, by a Super Majority approval of its Board, approves and achieves during the Transition Period both (a) reopening an in-patient Pediatrics Program, and (b) provision of Charity Care Commitment services to patients who cannot afford to pay for such services, then there cannot be an Unwind Determination; provided that the mere approval of the Board by Super Majority of an interim step toward establishing the Pediatrics Program and delivering on the Charity Care Commitment shall not preclude an Unwind Determination.

15. Notices. All notices, payments, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given only if sent by hand delivery or by recognized overnight courier, all charges prepaid, addressed as follows (or to such other addresses as subsequently designated by a Party from time to time pursuant to this Section 15):

If to Gilchrist:

Gilchrist Hospice Care, Inc.
11311 McCormick Road, Suite, 350
Hunt Valley, MD 21031
Attn: Catherine Y. Hamel

With copies to:

GBMC Healthcare, Inc.
6701 N. Charles St.
Baltimore, Maryland 21204

Attn: Eric Melchior

GBMC Healthcare, Inc.
6701 N. Charles St.
Baltimore, Maryland 21204
Attn: Susan Martielli, General Counsel

if to JRH or BBH:

838 North Eutaw Street
Baltimore, MD 21201
Attn: Michael L. Levin, M.D., President, Board of Trustees

With a copy to:

Irving E. Walker, Esquire
Cole, Schotz, Meisel, Forman & Leonard, P.A.
300 E. Lombard Street, Suite 2000
Baltimore, MD 21202

16. Miscellaneous.

16.1. Counterparts. This Agreement may be executed in any number of counterparts (including by means of telecopied signature pages or signature pages sent electronically in a .pdf format), each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16.2. Enforceability and Severability. In the event any provision of this Agreement or portion thereof is found to be wholly or partially invalid, illegal, or unenforceable in any proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed severed from this Agreement, as the case may require, and the balance of this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted or as if such provision had not been originally contained herein, as the case may be.

16.3. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles.

16.4. Assignment. This Agreement shall not be assigned or delegated by any party without the signed prior written consent of the other party. Any purported assignment, delegation, or designation in violation of this Section 16.3 is void. Notwithstanding the foregoing, Gilchrist may assign the Agreement to GBMC Healthcare, Inc. or any other subsidiary of GBMC Healthcare, Inc. without the prior written consent of Richey.

16.5. Expenses. Each Party will pay its own expenses in connection with the transactions contemplated hereby, whether or not such transactions shall be

consummated. Notwithstanding the forgoing, all costs of transfer shall be paid by Gilchrist.

16.6. Parties in Interest. All representations, covenants, and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns (if any) of the Parties hereto.

16.7. Consents. No consent or approval contemplated hereunder shall be unreasonably withheld, conditioned, delayed or denied.

16.8. Third Parties. Except as specifically contained herein, this Agreement does not and is not intended to create any rights in any person which is not a Party to this Agreement.

16.9. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto and agreements referenced herein, constitutes the sole and entire agreement and understandings of the Parties with respect to the subject matter hereof, and supersedes and terminates any and all prior agreements, discussions, negotiations or communications. All Schedules and Exhibits hereto are incorporated herein by reference

16.10. Specific Performance; Injunctive Relief. Each Party shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the other Party hereunder not only by an action(s) for damages but also by an action(s) for specific performance, injunctive and/or other equitable relief, without posting any bond or other undertaking. The Parties acknowledge and agree that any breach or threatened breach of any post-Closing covenant by any Party will likely result in some irreparable injury.

16.11. Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto, but only to the extent existing as of the date hereof.

16.12. Dispute Resolution.

16.12(a) In the event of any dispute or disagreement between the Parties following the Closing as to the interpretation of any provision of this Agreement or the performance of any obligations hereunder the matter, upon the written request of any Party, shall be referred to representatives designated by each respective Party for resolution binding on the Parties. Such representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a resolution within thirty (30) calendar days after reference of

the matter to them, each Party shall be free to exercise the remedies available to it under Section 0.

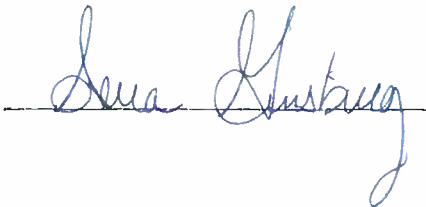
16.12(b) If any controversy, dispute or claim arising out or relating in any way to this Agreement or the transactions contemplated hereunder is not resolved by negotiation pursuant to Section 16.12(a), then any Party involved in such controversy, dispute or claim may demand that the controversy, dispute or claim be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect by three arbitrators selected in accordance with such rules unless the parties shall agree on a single arbitrator. Such arbitrator(s) shall have at least ten (10) years of experience in the healthcare field. The arbitrators shall not reside or practice primarily in the State of Maryland. The arbitration proceedings shall be held in Baltimore City or another mutually acceptable neutral venue. Each Party shall bear all of its own expenses and the arbitrators' fees and expense shall be shared equally by the parties to the arbitration; provided, however, that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing Party or Parties. Notwithstanding the foregoing, in the event the dispute concerns the exercise of the Unwind under Paragraph 14 above, all fees and expenses of the arbitration shall be paid for by Gilchrist, subject to the right of Gilchrist to obtain an award, at the conclusion of the arbitration, for attorneys' fees and expenses in the event Gilchrist is determined to be the prevailing party. The decision of the arbitrators shall (i) be rendered in writing, and concurred in by a majority of the arbitrators, if more than one, and (ii) be final, binding and conclusive and entitled to be enforced to the fullest extent permitted by law and entered in any court of competent jurisdiction. To the extent practical, the decision of the arbitrators shall be rendered no more than thirty (30) days following commencement of proceedings with respect thereto. The arbitrators shall have the power to grant equitable relief. The arbitrators shall cause their written decision to be delivered to the Parties. The Parties consent to the jurisdiction of the foregoing arbitrator or arbitrators and further consent to the jurisdiction of any state or federal court located in the State of Maryland for the purpose of enforcing the decision or award of the arbitrators. The Parties agree that service of process may be made on any such Party by personal delivery or by registered or certified mail addressed to the appropriate Party at the address for such Party specified in Section 16. The submission to the jurisdiction of the courts referred to above for the purpose of enforcing the decision or award of the arbitrators shall not (and shall not be construed so as to) limit the right of any Party to file or commence a proceeding against the other in any other court of competent jurisdiction for the purpose of enforcing the decision or award of the arbitrators if and to the extent permitted by any Legal Requirement. In the event any suit or other legal proceeding is brought for the enforcement of any decision or award of the arbitrators, the Parties agree that the prevailing Party or Parties shall be entitled to recover from the other Party or Parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal and costs incurred in bringing such suit or proceeding. Notwithstanding anything to the contrary provided in this Section 16.12 and without prejudice to the above procedures, any Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such Party's request for temporary relief.

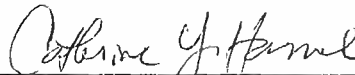
16.12(c) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed as of the day and year first above written.

WITNESS:

GILCHRIST HOSPICE CARE, INC.



By: 
Name: Catherine G. Hamel
Title: President

JOSEPH RICHEY HOUSE, INC.

By: _____
Name: Michael L. Levin,
Title: President, Board of Trustees

BROWNLOW BYRON HOME, INC.

By: _____
Name: Michael L. Levin,
Title: President, Board of Trustees

WAIVER AGREEMENT

THIS WAIVER AGREEMENT (this "Waiver") is entered into this 5th day of October, 2015 by and among the undersigned parties for the benefit of Joseph Richey House, Inc., a Maryland non-stock corporation ("JRH") and Gilchrist Hospice Care, Inc., a Maryland corporation ("Gilchrist").

WHEREAS, JRH and Gilchrist are parties to an Affiliation Agreement dated October 31, 2014 (the "Affiliation Agreement"), pursuant to which Gilchrist was given the right to appoint a majority of the Board of Directors of JRH, but agreed to continue the operations of JRH as more specifically provided in the Affiliation Agreement;

WHEREAS, each of the undersigned was designated as a "JRH Appointed Director" pursuant to the terms of the Affiliation Agreement and the Amended and Restated By Laws of JRH and currently serve on the JRH Board of Directors (the "JRH Appointed Directors") in that capacity;

WHEREAS, the JRH Appointed Directors have a guaranteed term as Directors and have the right to make an "Unwind Determination" (as that term is defined in Section 14 of the Affiliation Agreement), in the event JRH was not being operated in a manner that preserved and continued the original mission of JRH;

WHEREAS, since the date of the execution of the Agreement, the JRH Appointed Directors have determined that Gilchrist has demonstrated exemplary efforts and acted in the spirit of JRH's mission in its efforts to re-open an in-patient pediatric program using the "Dr. Bob's" trade name, and its efforts to continue to provide high quality charitable care consistent with JRH's historical mission and practices;

WHEREAS, in further demonstration of Gilchrist's commitment to fulfill the long-term goals of the Affiliation Agreement, consistent with JRH's mission, the JRH entire Board of Directors has adopted a Business Plan for July 2015-2018 that addresses the concerns for which the Affiliation Agreement included the Unwind provision in Section 14 of that Agreement;

WHEREAS, based on the JRH Board of Directors having adopted the Business Plan and the JRH Appointed Directors' determination that Gilchrist has acted with good faith and resolve to achieve JRH's core values, the JRH Appointed Directors have made a determination that the Unwind Criteria (as that term is defined in Section 14 of the Affiliation Agreement), the JRH Appointed Directors have agreed to waive their right to vote in favor of an Unwind (as that term is defined in Section 14 of the Affiliation Agreement); and

WHEREAS, it is in the long term best interest of JRH and Gilchrist for them to be able to make long range plans for the continued operation of JRH, without the possibility of an Unwind, and the JRH Appointed Directors acknowledge that JRH and Gilchrist, relying on this Waiver, will expend funds and make plans for the operation of JRH, beyond when the Unwind would have occurred.

NOW THEREFORE, in consideration of the above stated recitals, the undersigned JRH Appointed Directors hereby waive their right to cause an Unwind, and agree not to vote in favor

of the Unwind Determination at any future time. This Waiver is for the benefit of JRH and Gilchrist.

This Waiver may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature to this Waiver submitted by facsimile machine or in PDF or similar electronic format via the internet shall be deemed an original signature.

IN WITNESS WHEREOF, the undersigned JRH Appointed Directors have caused this Agreement to be executed as of the day and year first written above:

WITNESS:

Lee Greenblatt

Eugene Friedman

Lee Greenblatt

Dr. Michael Levin

Lee Greenblatt

Carole Connelly
Carole Connelly

Lee Greenblatt

Gail Olsen, RN, PHD
Gail Olsen