EXHIBIT A

MEMBER AGREEMENT
TO: Advanced Home Care Board of Directors
FROM: Joel Mills
SUBJECT: Member Admission Agreement
DATE: July 1, 2010

Enclosed please find a copy of the Member Agreement effective March 1, 2010, signed by the authorized representative of each hospital system holding a percentage of ownership in Advanced Home Care.

JCM/jvb
Enclosure
MEMBER AGREEMENT

BY AND AMONG

ADVANCED HOME CARE, INC.

And

ITS MEMBERS

EFFECTIVE AS OF MARCH 1, 2010
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MEMBER AGREEMENT

THIS MEMBER AGREEMENT (the "Agreement") is made and entered into as of the 1st day of March, 2010, by and among ADVANCED HOME CARE, INC. (the "Company") and the members of the Company as set forth on Exhibit I attached hereto and incorporated herein, as such Exhibit I may be amended from time to time (all of the Persons set forth on Exhibit I, as amended, shall hereinafter be referred to individually as a "Member" and collectively as the "Members"). Any subsequent holders of Membership Interests in the Company (either in addition to the Members or in substitution thereof) shall be deemed to be parties to this Agreement by execution of a counterpart of this Agreement in accordance with the form of counterpart signature page attached hereto and incorporated herein as Exhibit II to this Agreement. Such other members shall then be deemed Members for all purposes hereof.

RECITALS:

The Company provides health care services to patients in their homes, including the provision of home health services (e.g., rehabilitation services, nursing assistance, skilled nursing care, and pediatric services), durable medical equipment, home infusion therapy services, respiratory services and equipment, enteral feeding and home sleep therapy ("Services"). In order to prevent interference with the orderly conduct of the business of the Company, the Members and the Company agree that it is in their respective best interests to make provisions for the future disposition of the Members' Membership Interests in the Company now or hereafter owned by the Members and to agree to other terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants, conditions, representations, warranties, stipulations and agreements contained herein, the full receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided elsewhere in this Agreement):

"Act" shall mean the North Carolina Nonprofit Corporation Act, as the same may be amended from time to time.

"Affiliate" means (1) any person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such party (including, without limitation, the appointment of the majority of the Board of a party or control through a management contract) or (2) any person owning or controlling fifty percent (50%) or more of the outstanding voting securities of such party. Any Member and its Affiliates, including any two or more Members that are or become Affiliates, shall be counted as one Member, and their Membership Interests shall be combined, with regard to the appointment of Directors, the establishment of any quorums of Directors or Members and the taking of any action by Directors or Members in accordance with the Company's bylaws or pursuant to this Agreement or as otherwise required by law.
"Agreement" shall mean this Member Agreement.

"Board" shall have the meaning set forth in the Company’s Bylaws, except as such term is specifically used in Section 3.1 herein.

"Change in Control" shall have the meaning set forth in Section 3.1 herein.

"Closing" shall have the meaning set forth in Section 3.4 herein.

"Company" shall refer to ADVANCED HOME CARE, INC.

"Competitive Activities" shall have the meaning set forth in Section 7.18(b) herein.

"Contribution Amount" shall have the meaning set forth in Section 7.15 herein.

"Controlling Interest" means fifty percent (50%) or more of the outstanding voting securities of a Person or having otherwise the power to govern or materially influence the financial and operating policies or to appoint the management of a Person.

"COPA" shall have the meaning set forth in Section 7.15 herein.

"Directors" shall have the meaning set forth in the Company’s Bylaws.

"Encumbrance" means any lien, pledge, encumbrance, collateral assignment or hypothecation.

"Entity" shall mean any entity that is exempt from federal income tax under Section 501(c)(3) of the Code, corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, foundation, association, organization, or other legal entity.

"IRC" or "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Member" means each of the parties who executes a counterpart of this Agreement as a Member, and each person who may hereafter become a Member.

"Membership Interest" shall mean a Member’s entire interest in the Company, including the right to participate in any decision or action of or by the Members granted pursuant to this Agreement, the Company’s Bylaws and the Act.

"Mission" shall have the meaning set forth in Section 3.3 herein.

"Notice Date" shall have the meaning set forth in Section 7.15 herein.
"Notice of Breach" shall have the meaning set forth in Section 7.18(d) herein.

"Notice of Election" shall have the meaning set forth in Section 4.2(a) herein.

"Option Period" shall have the meaning set forth in Section 4.2(a) herein.

"Percentage Interest" shall be the percentage interest attributed to each Member of profits and losses of the Company as shown on Exhibit I attached hereto and incorporated herein by reference.

"Permitted Transferee" shall mean any Member of the Company, an Affiliate of such Member or the Company; provided, however, in either case a Supermajority approves the Transfer.

"Person" shall mean any individual or Entity, and their respective heirs, executors, legal representatives, successors, and assigns when the context so permits.

"Proposed Purchaser" shall have the meaning set forth in Section 4.1 herein.

"Right of First Refusal" shall have the meaning set forth in Section 4.2(a) herein.

"Sale" shall have the meaning set forth in Section 4.1 herein.

"Sale Notice" shall have the meaning set forth in Section 4.1 herein.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Selling Member" shall have the meaning set forth in Section 4.1 herein.

"Service Provider" shall have the meaning set forth in Section 4.1 herein.

"Services" shall have the meaning set forth in the Recitals herein.

"Subject Interest" shall have the meaning set forth in Section 4.1 herein.

"Supermajority" shall mean (a) the act of the voting Directors present in person at a meeting at which a quorum is present, in accordance with the Company's Bylaws, representing Members holding at least 70% of the Membership Interests or (b) action by unanimous written consent of the Board of Directors.

"Transfer" means to sell, assign, transfer, lease or otherwise dispose of property, including, without limitation, an interest in the Company.

"Withdrawal" shall have the meaning set forth in Section 3.3 herein.
"Withdrawal Amount" shall have the meaning set forth in Section 3.3 herein.

"Withdrawal Event" shall have the meaning set forth in Section 3.1 herein.

"Withdrawal Notice" shall have the meaning set forth in Section 3.2 herein.

"Withdrawing Member" shall have the meaning set forth in Section 3.2 herein.

ARTICLE 2. TRANSFER OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS

2.1 Restrictions on Transfer. No Member may voluntarily or involuntarily Transfer, or create or suffer to exist any Encumbrance against, all or any part of the Member’s record or beneficial interest in the Company; provided, however, that a Member may Transfer its Membership Interest to a Permitted Transferee, if a Supermajority approves of the Transfer.

2.2 Admission of New Members. With the consent of a Supermajority, one or more new Members may be admitted as Members of the Company; provided, however, that only an Entity that is exempt from income tax pursuant to Section 501(c)(3) of the Code may be admitted as a Member of the Company.

2.3 Rights of Transferee. Any purported Transfer not in compliance with Section 2.1 above shall be void, and the transferee of a Membership Interest or a part thereof shall not be entitled to any of the rights, powers, or privileges of its predecessor in interest.

2.4 Issuance of Additional Membership Interests. Nothing in this Agreement shall be interpreted to preclude the Company from issuing authorized Membership Interests to additional Members for such consideration and on such terms as a Supermajority shall deem adequate, so long as the party or parties acquiring such Membership Interests shall agree in writing to be bound by all the terms of this Agreement or a similar agreement and such party or parties are exempt from federal income tax under Section 501(c)(3) of the Code.

ARTICLE 3. MEMBER WITHDRAWAL

3.1 Withdrawal Event. Each of the following events shall constitute a “Withdrawal Event” under this Agreement:

(a) The dissolution and winding up of a Member, as applicable;

(b) A judicial determination of the insolvency of any Member;

(c) Any filing of a petition or suit under the bankruptcy laws by or against a Member that is not dismissed within sixty (60) days;

(d) Any purported voluntary or involuntary Transfer or Encumbrance of all or any part of a Member’s Membership Interest in a manner not expressly permitted by this Agreement;
(e) Any material breach of this Agreement by a Member which is not cured within ten (10) days after written notice of the breach is given to the Member by the Company;

(f) Any resignation or withdrawal from the Company by the Member or abandonment of its Membership Interest in the Company; or

(g) Any “Change in Control” of a Member.

For purposes of this Article 3, a “Change in Control” in respect of any party shall mean the occurrence of one or more of the following:

(a) Any Person other than an Affiliate (as defined below) of such party becomes the owner, directly or indirectly, of at least fifty percent (50%) or more of such party’s operating assets; or

(b) The Board of Directors (or Trustees) of such party (the “Board”) approves: (i) a plan of complete or substantial liquidation of such party; or (ii) a merger, consolidation, or reorganization, as defined under North Carolina state law, of such party, with or into a Person that is not an Affiliate of such party and where such party is not the surviving entity; or

(c) The Board of such party approves the election or appointment of individuals to the Board of such party from an organization which will then own substantially all of the assets of, or which will have merged or consolidated with or into such party (other than the election or appointment of individuals arising out of the normal retention and vacancy practices of the Board of such party), and which will cause the membership of the Board of such party immediately prior to such election or appointment to cease constituting at least fifty percent (50%) of the voting membership of the Board of such party; or

(d) Any Person other than an Affiliate of such party, acquires the right, for monetary consideration or otherwise, to solely appoint or have sole approval of the selection or election of the majority of the members of such party’s Board; or

(e) The transfer to any Person other than an Affiliate of such party, for monetary consideration or otherwise of the actual and effective control, including the sole right to operate, use, and market of such party’s primary means of providing services (including, but not limited to, hospital beds and operating facilities); or

(f) Such party or the Board of such party enters into an agreement (written or otherwise) with a corporation, limited liability company, partnership, body politic, or other entity or association that is not an Affiliate of such party to manage, supervise, direct, control, or otherwise materially influence all or substantially all of the operations or affairs of such party.

In the case of any Member that is not the parent corporation of its health system (instead it is an Affiliate), a “Change in Control” of the parent corporation shall be deemed a
“Change in Control” of a Member for purposes of Section 3.1(g) hereof, and, in addition, such parent corporation shall be responsible for the obligations hereunder for its Affiliate Member.

3.2 Withdrawal Notice. Upon the occurrence of a Withdrawal Event, the Member to whom the event has occurred (the “Withdrawing Member”) shall give notice of the Withdrawal Event (the “Withdrawal Notice”) to the Company and other Members within ten (10) days after its occurrence. If the Withdrawing Member fails to give the Withdrawal Notice, the Company or any other Member (other than a Withdrawing Member) may give the notice at any time thereafter, and such notice shall be considered a Withdrawal Notice, and by so doing commence the withdrawal procedure provided for in this Article 3.

3.3 Right To Withdrawal Amount. Except as set forth in Section 3.7 herein, the Withdrawing Member shall be entitled to receive from the Company an amount equal to the Withdrawal Amount, and the Withdrawing Member shall resign as a Member of the Company and forfeit all of its Membership Interest in the Company (the “Withdrawal”). In the case of Mission Hospitals, Inc. (“Mission”), Mission shall have the withdrawal rights under Section 7.15 below in addition to being subject to the provisions set forth in Article 3 herein; provided, however, if the withdrawal rights are exercised pursuant to either Section 3.3 or Section 7.15, Mission shall only be entitled to receive a Withdrawal Amount pursuant to this Section 3.3 or a Contribution Amount pursuant to Section 7.15, as applicable, but not both.

“Withdrawal Amount” means an amount equal to the difference between (a) and (b) where (a) is the product of (i) 20%, (ii) the Withdrawing Member’s Membership Interest in the Company (expressed as a percentage as initially set forth on Exhibit I, but subject to future adjustment for changes in Membership Interests in the Company), and (iii) the value of 100% of the Membership Interests of the Company as of the date the Withdrawal Event occurred under Section 3.1, determined by an appraiser selected by the Company, which appraisal shall be final, unless the Withdrawing Member and the Company otherwise agree on a valuation in lieu of an appraisal, and (b) is the transaction costs relating to the purchase of a Withdrawing Member’s Membership Interest, including, without limitation, appraisal and legal costs. The Withdrawal Amount shall be paid to the Withdrawing Member over five (5) years in five (5) equal annual installments with the first installment to be paid within one hundred twenty (120) days after issuance of the Withdrawal Notice and the remaining four installments to be paid on the anniversary of the issuance of the Withdrawal Notice. No interest shall be paid with respect to the future installment payments of the Withdrawal Amount.

3.4 Closing. The closing (the “Closing”) of the Withdrawal pursuant to this Article 3 shall take place on the date agreed upon by the Company and the Withdrawing Member, but not later than one hundred twenty (120) days after the delivery of the Withdrawal Notice. The Withdrawal Amount will be payable in cash in accordance with Section 3.3 herein. At the Closing, the Member forfeiting its Membership Interest shall execute and deliver a resignation agreement, assignments and other instruments as may be reasonably necessary to evidence and carry out the resignation and forfeiture of its Membership Interest. In connection with the resignation and forfeiture of any Membership Interest under Article 3, unless otherwise agreed by the Company, the Company will assume the Withdrawing Member’s allocable portion of the Company obligations to the extent related to the forfeited interest as well as the
Withdrawing Member’s individual obligations to the extent related to the forfeited interest, other than income tax liabilities of the Withdrawing Member.

3.5 Closet Space. The Withdrawing Member shall provide the Company, during the five (5) year period following the Closing, “closet space” and space for liaison and coordinator activities, consistent with past practice, and such action shall be enforceable by the Company through an action for specific performance or an action for damages or both or any other remedy available to the Company.

3.6 Effect on Withdrawing Member’s Interest. Without limiting the generality of any other provision of this Agreement, upon the Closing of the Withdrawal, the Withdrawing Member, without further action, will have no rights in the Company or against the Company, any Member or any Director other than the right to receive payment for its Membership Interest in accordance with this Article 3.

3.7 Waiver of Withdrawal Event. Except with regard to the Withdrawal Event set forth in Section 3.1(f) herein, the Company, with the approval of a Supermajority, may waive any of the Withdrawal Events set forth in Section 3.1 herein by providing written notice of such waiver to the Withdrawing Member no later than thirty (30) days following the Company’s receipt of a Withdrawal Notice. In the event the Company waives a Withdrawal Event, the Withdrawing Member may retain its Membership Interest or, pursuant to Section 3.1(f) herein, may resign or withdraw from the Company and abandon its Membership Interest subject to the provisions set forth in Article 3 herein; provided, however, if the Member remains a Member, it shall still remain bound by the provisions of this Agreement, including, without limitation, Section 7.18 (Competitive Activities), and the Member shall otherwise cooperate with the Company.

ARTICLE 4. COMPANY RIGHT OF FIRST REFUSAL

4.1 Notice of Sale. If any Member or Affiliate of any Member (for purposes of this Article 4, the “Selling Member”) seeks to sell or otherwise transfer the equity, assets and/or business (a “Sale”) of an Entity that exclusively or principally provides Services in a county or counties where the Company also provides such services (such Entity hereinafter referred to as a “Service Provider”) to an independent third party dealing at arm’s length with the Selling Member and not an Affiliate of the Selling Member (the “Proposed Purchaser”), the Selling Member shall promptly deliver a notice of intention to sell (a “Sale Notice”) to the Company stating the (i) type, structure and amount of the Sale (the “Subject Interest”), (ii) price to be paid by the Proposed Purchaser, (iii) other material terms and conditions of such Sale to the Proposed Purchaser, (iv) name and address of the Proposed Purchaser, (v) identity of any of the Proposed Purchaser’s then current or contemplated beneficial owners of more than five percent (5%) of its equity securities and (vi) terms and conditions of the proposed Sale of the Subject Interest have been determined in good faith pursuant to an arm’s length transaction and that the Selling Member, subject to compliance with this Article 4, intends to effect such proposed Sale. Each Member hereby agrees that the Member and its Affiliates will not restructure or reorganize in order to avoid or attempt to avoid the Right of First Refusal granted herein. The Company acknowledges that the Company currently only provides home health services (e.g.,
rehabilitation services, nursing assistance, skilled nursing care and pediatric services) in the
counties listed in Exhibit IV.

4.2 Right of First Refusal.

(a) Upon receipt of a Sale Notice from the Selling Member, the Company shall have the right and option to elect to purchase, at the price stated in the Sale Notice, the Subject Interest (the "Right of First Refusal"). If the Company wishes to exercise the Right of First Refusal, the Company shall provide the Selling Member with written notice (a "Notice of Election"), within thirty (30) days after the Sale Notice has been given to the Company, that the Company irrevocably commits to purchase the Subject Interest (the "Option Period"). In the event that the Company does not exercise its Right of First Refusal within the Option Period, then such Company's Right of First Refusal shall not be applicable to the Sale which was the subject of the Notice of Sale.

(b) Unless the Company timely elects to purchase all (and not less than all) of the Subject Interest, and the Subject Interest is timely purchased by the Company as provided in this Article 4, the Selling Member may Transfer to the Proposed Purchaser all (and not less than all) of the Subject Interest at the purchase price and on the other terms set forth in the Sale Notice at any time within the ninety (90) day-period following the expiration of the Option Period. If the Selling Member (i) does not Transfer to the Proposed Purchaser within such ninety (90)-day period or (ii) wishes to Transfer all or any portion of the Subject Interest at a price which differs from that set forth in the Sale Notice, or upon other terms and conditions materially different from those set forth in the Sale Notice, then, as a condition precedent to such transaction, the Subject Interest must first be offered again to the Company on the same terms and conditions as given the Proposed Purchaser, and in accordance with the procedures and time periods set forth above in this Article 4.

(c) The closing of any Sale subject to this Article 4 shall take place at the offices of counsel for the Company no later than (i) in the event of a Sale to the Company, thirty (30) days following the expiration of the Option Period or (ii) in the event of a Sale to the Proposed Purchaser, ninety (90) days following the expiration of the Option Period. At such closing, the Selling Member shall deliver the certificate(s), if any, representing, and duly executed instruments of Transfer for, the Subject Interest, against receipt of the purchase price therefor by certified or official bank check or wire transfer of immediately available funds or as otherwise specified in the Sale Notice. Notwithstanding the payment terms provided for in the immediately preceding sentence, if the payment terms contained in the Sale Notice are more favorable than the aforesaid payment terms, then the Company may elect to purchase the Subject Interest in accordance with the payment terms contained in the Sale Notice. The Subject Interest shall be Transferred free and clear of all Encumbrances (other than those imposed by this Agreement).

4.3 Opportunity to Participate in Sale Process. If any Selling Member seeks to sell or otherwise transfer the equity, assets and/or business of an Entity that exclusively or principally provides Services that is not subject to the right of first refusal provisions of Sections
4.1 and 4.2 hereof, the Selling Member shall endeavor to allow the Company the opportunity to provide such Selling Member with an offer to purchase such equity, assets and/or business or otherwise compete in a bid process if the Selling Member elects to utilize a bid process.

ARTICLE 5. TERMINATION

5.1 Termination of Agreement. This Agreement shall terminate immediately following the occurrence of any of the following events:

(a) The written agreement of a Supermajority;

(b) The merger, dissolution (other than an administrative dissolution cured within ninety (90) days of issuance of notice thereof), bankruptcy or insolvency of the Company; or

(c) At such time as only one Member remains, the Membership Interests of all others having been transferred to such remaining Member or redeemed by the Company.

ARTICLE 6. DISTRIBUTIONS

The Company shall determine, from time to time, in its sole discretion, whether to make distributions of cash or other property to the Members, and, in the event that the Company elects to do so, it shall make such distribution to the Members pro rata in accordance with their respective Percentage Interest out of funds or assets legally available therefore. Distributions made by the Company to the Members are treated as charitable contributions among charities, distributed for the purpose of furthering the Members' tax exempt charitable purposes, and each Member shall treat distributions as such.

ARTICLE 7. MISCELLANEOUS

7.1 Expenses. Except as otherwise provided herein, each party hereto shall bear all of its own expenses incurred in connection with the transactions contemplated by this Agreement, including, without limitation, accounting and legal fees incurred in connection therewith.

7.2 Assignments. This Agreement may not be assigned by any party without the prior written consent of all of the other parties.

7.3 Further Assurances. From time to time, the parties will execute all such instruments and take all such actions as the parties, being advised by counsel, shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments and any and all actions that may be reasonably necessary or desirable to complete the transactions contemplated hereby.

7.4 Notices. All notices, demands and other communications that are required or permitted to be given hereunder or with respect hereto shall be in writing, shall be given either
by personal delivery, by nationally recognized overnight courier or by return receipt mail and shall be deemed to have been made when received, addressed to the respective parties as set forth in Exhibit I attached hereto or to such other address or addresses as the Members may from time to time designate.

7.5 Captions. The captions of Articles and sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

7.6 Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of North Carolina, excluding the conflict of laws provisions thereof.

7.7 Waiver of Provisions. The terms, covenants, representations, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

7.8 Counterparts; Facsimiles. This Agreement may be executed and delivered simultaneously and by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Entire Agreement. This Agreement constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes and cancels any and all prior agreements among any of the parties relating to the subject matter hereof. For the avoidance of doubt, and notwithstanding the foregoing, the parties expressly agree that the representations, warranties, covenants, conditions and indemnification obligations contained in all prior Member Admission Agreements that admit one or more members to the Company and all consent instruments that consent to any Change in Control of a member shall continue to apply in accordance with their terms. This Agreement may not be amended except in a writing signed by all of the parties hereto. In the event of any conflict between the Bylaws of the Company and the provisions of this Agreement, the provisions of this Agreement shall control as between the Members and the Company.

7.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.
7.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.12 Survival. The provisions of this Agreement that by their terms are meant to survive any Closing shall survive the Closing Date and be enforceable obligations of the parties.

7.13 Protection of Tax-Exempt Status. The parties hereto each agree for themselves and their Affiliates that they will take no action which would adversely affect the federal or state tax-exempt status of any party hereto or any Affiliate of any party hereto.

7.14 Investment Representations of the Parties. Each party hereto represents and warrants to all other parties to this Agreement that it (a) is fully aware of, and is capable of bearing, the risks relating to the transactions contemplated herein, (b) understands that no Membership Interests in the Company have been registered under the Securities Act or the securities law of any jurisdiction in reliance upon exemptions contained in those laws, and (c) each Member has acquired its Membership Interest in the Company for its own account, with the intention of holding the Membership Interest for investment and without any intention of participating directly or indirectly in any redistribution or resale of any portion of the Membership Interest in violation of the Securities Act or any applicable law.

7.15 COPA Withdrawal. If regulators of Mission determine that the Revised Certificate of Public Advantage regulating Mission’s activities, or any amendment, successor or similar regulation, agreement or statute (the “COPA”) require Mission to disassociate itself from the Company, Mission may elect to provide the Company with notice of such required disassociation, withdrawal or resignation and elect to receive payment of the Contribution Amount as set forth and defined below. Such regulatory determination need not be a “final determination” under the law.

For a period of 60 days after the date of such written notice and election from Mission to the Company (the “Notice Date”), the Company shall have the option of making a charitable contribution to Mission in an amount equal to the value of the cash, supplies and equipment contributed by Mission to the Company upon becoming a Member of the Company, which is $514,824.00 (the “Contribution Amount”). In the event that the Company does not make a contribution to Mission in an amount equal to the full amount of the Contribution Amount, then the remaining members of the Company shall contribute to Mission that portion of the unpaid Contribution Amount equal to such Member’s relative Membership Interest in the Company (for this purpose excluding the Membership Interest of Mission). Such contributions shall be made no later than 180 days following the Notice Date. Upon receipt of the entire Contribution Amount, Mission shall thereafter resign as a Member of the Company and forfeit its Membership Interest in the Company pursuant to the terms of this Section 7.15 and not of Article 3 herein, and all of the officers and directors of the Company appointed by Mission shall also resign. Mission shall provide the Company, during the five (5) year period following Mission’s resignation from the Company, “closet space” and space for liaison and coordinator activities, consistent with past practice.
All parties understand that the withdrawal rights provided to Mission hereunder are rights that have not been provided to the other Members of the Company and the withdrawal rights provided to Mission hereunder are limited in nature. Accordingly, Mission agrees to take reasonable steps necessary in the context of the entire operation of Mission to prevent COPA or any of the various regulators of Mission and its operations acting pursuant to the COPA from requiring Mission’s withdrawal from the Company, thereby triggering the provisions of this Section. Additionally, this Section of the Agreement establishes a right of Mission in the event of a required withdrawal, but should not otherwise be construed as limiting any of Mission’s other rights that may exist, such as receipt of its share of distributions, if any, arising through the date of Mission’s withdrawal.

7.16 Securities Law Legend. THE MEMBERSHIP INTERESTS PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT, AS AMENDED, OR UNDER THE NORTH CAROLINA SECURITIES ACT, OR SIMILAR LAWS OR ACTS OF OTHER STATES, IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THESE MEMBERSHIP INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY CONSISTENT WITH THE TAX-EXEMPT OBJECTIVES OF THE MEMBERS AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR OFFERED TO BE SO TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH MEMBERSHIP INTEREST UNDER THE SECURITIES ACT AND THE REGULATIONS PROMULGATED PURSUANT THERETO (UNLESS EXEMPT HEREFROM), AND COMPLIANCE WITH ALL THE PROVISIONS OF THIS AGREEMENT. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED HEREIN, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTEREST AS SET FORTH IN THIS AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTEREST WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

7.17 Compliance. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient by party to any other party. The terms of this Agreement have been negotiated at arms length and established at fair market value, and no payments made hereunder are made in return for, or to induce any person to: (i) refer an individual to anyone for the furnishing or arranging for the furnishing of items or services for which payment may be made in whole or in part under the Medicare or Medicaid programs; or (ii) purchase, lease, order, or arrange for or recommend purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under the Medicare or Medicaid programs.

7.18 Competitive Activities.
(a) Each Member agrees that it owes fiduciary duties to the Company and the other Members and, as a consequence, each Member agrees that, for so long as such Member is a member of the Company, it shall not engage in any “Competitive Activities” (as defined below) in any county or counties in which the Company conducts Services.

(b) The phrase “Competitive Activities” means directly or indirectly (whether as an owner, operator, or otherwise) providing or performing any of the Services that the Company (or any predecessor) provides, now or in the future, or has provided to its customers or patients. Notwithstanding the foregoing, Competitive Activities shall not include any approved activity that is, or has previously been, fully disclosed to the Company Board of Directors and determined not to be detrimental to the best interests of the Company by a Supermajority of the disinterested Directors; provided, however, that the Company Board of Directors may at any time and for any reason revisit and revoke any prior approval or determination. Upon any such revocation, the activity for which a prior approval or determination has been revoked shall be deemed a “Competitive Activity” for purposes of this Agreement, and such Member shall either cease from conducting such Competitive Activity or withdraw from the Company in accordance with Article 3 herein. Attached hereto as Exhibit III are the Competitive Activities in the counties that currently have been or are being waived.

(c) In the event that a Member or its Affiliate acquires the equity, assets and/or business of an Entity or merges with an Entity and such Entity, prior to the acquisition or merger, was already engaged in activities that would be Competitive Activities, such activities shall be excluded from Competitive Activities; provided, however, that the Company’s Board of Directors may at any time and for any reason revisit and revoke any prior approval or determination concerning any activity in the event the Member has expanded the services (added new services) or expanded the service area (added new service areas). The mere increase in market share shall not, however, be a basis for revocation. Upon any such revocation, the activity for which a prior approval or determination has been revoked shall be deemed a “Competitive Activity” for purposes of this Agreement, and such Member shall either cease from conducting such Competitive Activity or withdraw from the Company.

(d) If any Member engages in any Competitive Activities in violation of this Section 7.18, and for so long as such Competitive Activities continue, then the Company or any non-breaching Member may at any time deliver written notice of breach (the “Notice of Breach”) to all parties to this Agreement describing such breach. Such Notice of Breach shall be treated, for all purposes, as being equivalent to a “Withdrawal Event” under Article 3, giving rise to the Withdrawal provisions as described in such Article. The breaching Member shall be treated as the “Withdrawing Member” under Article 3. Notwithstanding anything to the contrary contained in Article 3, the Closing, as defined in such Section, of any Withdrawal pursuant to this Section 7.18 will occur no more than 180 days after the date of the Notice of Breach as opposed to the date of occurrence of the Withdrawal Event.

(e) The right of the Company to initiate Withdrawal procedures set forth in Section 7.18(d) are in addition to, and not exclusive of, any and all other rights and
remedies that the Company and the Members may have against any Member that engages in Competitive Activities. Nothing in this Agreement will in any way be construed as consent to, or otherwise permit a Member to engage in, any conduct that constitutes a breach of a Member's fiduciary duties, and nothing in this Agreement will be construed to in any way waive any rights of the Company or any Member to seek any remedies that may be available for any such breach (including the right to seek injunctive relief).

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

COMPANY:

ADVANCED HOME CARE, INC.

By:  
Name: Joel C. Mills  
Title: President / CEO

MEMBERS:

ALAMANCE REGIONAL MEDICAL CENTER, INC.

By:  
Name: John G. Currin  
Title: President

CAROMONT HEALTH SERVICES, INC.

By:  
Name:  
Title:  

HAYWOOD REGIONAL MEDICAL CENTER

By:  
Name:  
Title:  

HEALTHACCESS, INC.

By:  
Name:  
Title:  

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

COMPANY:

ADVANCED HOME CARE, INC.

By: __________________________
    Name: _______________________
    Title: _________________________

MEMBERS:

ALAMANCE REGIONAL MEDICAL CENTER, INC.

By: __________________________
    Name: _______________________
    Title: _________________________

CAROMONT HEALTH SERVICES, INC.

By: __________________________
    Name: W. KATHLEEN HARWELL
    Title: Vice President

HAYWOOD REGIONAL MEDICAL CENTER

By: __________________________
    Name: _______________________
    Title: _________________________

HEALTHACCESS, INC.

By: __________________________
    Name: _______________________
    Title: _________________________

[Signature Pages To Advanced Home Care Member Agreement]
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

COMPANY:

ADVANCED HOME CARE, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

MEMBERS:

ALAMANCE REGIONAL MEDICAL CENTER, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

CAROMONT HEALTH SERVICES, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

HAYWOOD REGIONAL MEDICAL CENTER

By: ____________________________
   Name: ____________________________
   Title: ____________________________

HEALTHACCESS, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

COMPANY:

ADVANCED HOME CARE, INC.

By: __________________________
Name: __________________________
Title: __________________________

MEMBERS:

ALAMANCE REGIONAL MEDICAL CENTER, INC.

By: __________________________
Name: __________________________
Title: __________________________

CAROMONT HEALTH SERVICES, INC.

By: __________________________
Name: __________________________
Title: __________________________

HAYWOOD REGIONAL MEDICAL CENTER

By: __________________________
Name: __________________________
Title: __________________________

HEALTHACCESS INC.

By: __________________________
Name: __________________________
Title: __________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
HIGH POINT REGIONAL HEALTH SERVICES, INC.

By: ____________________________
   Name: Linda M. Roney
   Title: Vice President

MISSION HOSPITALS, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

MOREHEAD MEMORIAL HOSPITAL

By: ____________________________
   Name: ____________________________
   Title: ____________________________

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION

By: ____________________________
   Name: ____________________________
   Title: ____________________________

NOVANT HEALTH, INC.

By: ____________________________
   Name: ____________________________
   Title: ____________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
HIGH POINT REGIONAL HEALTH SERVICES, INC.

By:  
Name:  
Title:  

MISSION HOSPITALS, INC.

By:  
Name:  
Title:  

MOREHEAD MEMORIAL HOSPITAL

By:  
Name:  
Title:  

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION

By:  
Name:  
Title:  

NOVANT HEALTH, INC.

By:  
Name:  
Title:  

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
HIGH POINT REGIONAL HEALTH SERVICES, INC.

By: ____________________________  
   Name: ____________________________  
   Title: ____________________________

MISSION HOSPITALS, INC.

By: ____________________________  
   Name: ____________________________  
   Title: ____________________________

MOREHEAD MEMORIAL HOSPITAL

By: ________________  
   Name: Michele Pilon  
   Title: VP Patient Care Services/CNO

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION

By: ____________________________  
   Name: ____________________________  
   Title: ____________________________

NOVANT HEALTH, INC.

By: ____________________________  
   Name: ____________________________  
   Title: ____________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
HIGH POINT REGIONAL HEALTH SERVICES, INC.

By: 
Name: 
Title: 

MISSION HOSPITALS, INC.

By: 
Name: 
Title: 

MOREHEAD MEMORIAL HOSPITAL

By: 
Name: 
Title: 

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION

By: 
Name: Timothy J. Clontz
Title: Executive Vice President

NOVANT HEALTH, INC.

By: 
Name: 
Title: 

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
HIGH POINT REGIONAL HEALTH SERVICES, INC.

By: ____________________________
    Name: _________________________
    Title: __________________________

MISSION HOSPITALS, INC.

By: ____________________________
    Name: _________________________
    Title: __________________________

MOREHEAD MEMORIAL HOSPITAL

By: ____________________________
    Name: _________________________
    Title: __________________________

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION

By: ____________________________
    Name: _________________________
    Title: __________________________

NOVANT HEALTH, INC.

By: ____________________________
    Name: Paula Vincent
    Title: Senior Chief Nursing Officer

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
COMMUNITY CAREPARTNERS, INC.
t/k/a THOMS REHABILITATION
HOSPITAL HEALTH SERVICES
CORPORATION

By: 
Name: Gary Brown
Title: C.C.C.

WELLMONT HEALTH SYSTEM

By: 
Name: 
Title:

WESTCARE, INC.

By: 
Name: 
Title:

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
COMMUNITY CAREPARTNERS, INC.
f/k/a THOMS REHABILITATION
HOSPITAL HEALTH SERVICES
CORPORATION

By: ____________________________
   Name: _________________________
   Title: __________________________

WELLMONT HEALTH SYSTEM

By: ________________________
   Name: _________________________
   Title: __________________________

WESTCARE, INC.

By: ____________________________
   Name: _________________________
   Title: __________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
COMMUNITY CAREPARTNERS, INC.
f/k/a THOMS REHABILITATION
HOSPITAL HEALTH SERVICES
CORPORATION

By: ____________________________
    Name: _________________________
    Title: __________________________

WELLMONT HEALTH SYSTEM

By: ____________________________
    Name: _________________________
    Title: __________________________

WESTCARE, INC.

By: ____________________________
    Name: _________________________
    Title: __________________________

[SIGNATURE PAGES TO ADVANCED HOME CARE MEMBER AGREEMENT]
## EXHIBIT I

MEMBERS, ADDRESSES AND MEMBERSHIP INTERESTS

<table>
<thead>
<tr>
<th>MEMBERS OF THE COMPANY</th>
<th>MEMBERSHIP INTEREST (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alamance Regional Medical Center, Inc.</strong></td>
<td></td>
</tr>
<tr>
<td>1240 Huffman Mill Road</td>
<td>1.509%</td>
</tr>
<tr>
<td>Burlington, NC 27215</td>
<td></td>
</tr>
<tr>
<td>Attention: John G. Currin, Jr., Chief Executive Officer</td>
<td></td>
</tr>
<tr>
<td><strong>CaroMont Health Services, Inc.</strong></td>
<td></td>
</tr>
<tr>
<td>PO Box 1747</td>
<td>2.426%</td>
</tr>
<tr>
<td>Gastonia, North Carolina 28053</td>
<td></td>
</tr>
<tr>
<td>Attention: Maria W. Long, Esq., V.P. and General Counsel</td>
<td></td>
</tr>
<tr>
<td><strong>Haywood Regional Medical Center</strong></td>
<td></td>
</tr>
<tr>
<td>90 Hospital Drive</td>
<td>0.798%</td>
</tr>
<tr>
<td>Clyde, North Carolina 28721</td>
<td></td>
</tr>
<tr>
<td>Attention: Michael Poore</td>
<td></td>
</tr>
<tr>
<td><strong>Health Access, Inc.</strong></td>
<td></td>
</tr>
<tr>
<td>2100 Stantonsburg Road</td>
<td>4.067%</td>
</tr>
<tr>
<td>P. O. Box 6028</td>
<td></td>
</tr>
<tr>
<td>Greenville, North Carolina 27835-6028</td>
<td></td>
</tr>
<tr>
<td>Attention: Roger Robertson</td>
<td></td>
</tr>
<tr>
<td><strong>High Point Regional Health Services, Inc.</strong></td>
<td></td>
</tr>
<tr>
<td>Post Office Box HP-5</td>
<td>17.631%</td>
</tr>
<tr>
<td>601 North Elm Street</td>
<td></td>
</tr>
<tr>
<td>High Point, NC 27261</td>
<td></td>
</tr>
<tr>
<td>Attention: Jeffery S. Miller</td>
<td></td>
</tr>
<tr>
<td><strong>Mission Hospitals, Inc.</strong></td>
<td></td>
</tr>
<tr>
<td>509 Biltmore Avenue</td>
<td>5.914%</td>
</tr>
<tr>
<td>Asheville, NC 28801</td>
<td></td>
</tr>
<tr>
<td>Attention: Joseph Damore</td>
<td></td>
</tr>
<tr>
<td><strong>Morchhead Memorial Hospital</strong></td>
<td></td>
</tr>
<tr>
<td>117 East Kings Highway</td>
<td>1.236%</td>
</tr>
<tr>
<td>Eden, NC 27288</td>
<td></td>
</tr>
<tr>
<td>Attention: Carl Martin</td>
<td></td>
</tr>
</tbody>
</table>

[EXHIBITS TO THE COMPANY MEMBER AGREEMENT]
The Moses H. Cone Memorial Hospital Operating Corporation
1200 North Elm Street
Greensboro, NC 27401
Attention: R. Timothy Rice
34.870%

Novant Health, Inc.
2085 Frontis Plaza Boulevard
Winston-Salem, NC 27103
Attention: Lawrence U. McGee
24.484%

Community CarePartners, Inc. f/k/a Thoms Rehabilitation Hospital Health Services Corporation
68 Sweeten Creek Road
Asheville, NC 28813
Attention: Tracey Buchanan
0.952%

Wellmont Health System
1905 American Way
Kingsport, TN 37660
Attention: Gary D. Miller
5.760%

Westcare, Inc.
59 Hospital Road
Sylva, North Carolina 28779
Attention: Michael Poore
0.354%

TOTAL -- 100.00%

Advanced Home Care, Inc.
Post Office Box 18049
Greensboro, NC 27419
Attn: Chief Executive Officer

(Physical Address):
Advanced Home Care, Inc.
4001 Piedmont Parkway
High Point, NC 27265
Attn: Chief Executive Officer

[EXHIBITS TO THE COMPANY MEMBER AGREEMENT]
EXHIBIT II

FORM OF COUNTERPART SIGNATURE PAGE

COUNTERPART SIGNATURE PAGE
TO
MEMBER AGREEMENT

The undersigned does hereby acknowledge its receipt and review of the Member Agreement of Advanced Home Care, Inc., a North Carolina nonprofit corporation (the "Company"), dated as of March 1, 2010, as amended, (the "Member Agreement"), and, in consideration of the mutual promises set forth in the Member Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby agree to be bound by the terms and conditions of the Company's Member Agreement, effective as of ____________, 20__. 

[NEW MEMBER]

By: ________________________________
    Name: ________________________________
    Title: ________________________________
**EXHIBIT III**

**WAIVER OF COMPETITIVE ACTIVITIES**

<table>
<thead>
<tr>
<th>Company Name (Member)</th>
<th>Service Provided</th>
<th>County Existing Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Ridge Home Care (Mission)</td>
<td>Durable medical equipment</td>
<td>Cherokee, Graham, Clay, Swain, Macon, Jackson, Haywood, Transylvania, Madison, Buncombe, Henderson, Yancey, McDowell, Rutherford, Mitchell, Burke, Avery, Watauga, Ashe, Wilkes, Polk</td>
</tr>
<tr>
<td></td>
<td>Respiratory services and equipment</td>
<td>Cherokee, Graham, Clay, Swain, Macon, Jackson, Haywood, Transylvania, Madison, Buncombe, Henderson, Yancey, McDowell, Rutherford, Mitchell, Burke, Avery, Watauga, Ashe, Wilkes, Polk</td>
</tr>
<tr>
<td></td>
<td>Enteral feeding</td>
<td>Cherokee, Graham, Clay, Swain, Macon, Jackson, Haywood, Transylvania, Madison, Buncombe, Henderson, Yancey, McDowell, Rutherford, Mitchell, Burke, Avery, Watauga, Ashe, Wilkes, Polk</td>
</tr>
<tr>
<td></td>
<td>Home sleep therapy</td>
<td>Cherokee, Graham, Clay, Swain, Macon, Jackson, Haywood, Transylvania, Madison, Buncombe, Henderson, Yancey, McDowell, Rutherford, Mitchell, Burke, Avery, Watauga, Ashe, Wilkes, Polk</td>
</tr>
<tr>
<td></td>
<td>Infusion Therapy</td>
<td>Yancey, McDowell, Rutherford, Mitchell, Avery, Watauga, Ashe, Wilkes, Madison</td>
</tr>
</tbody>
</table>
EXHIBIT IV

COUNTIES IN WHICH THE COMPANY CURRENTLY PROVIDES HOME HEALTH SERVICES

North Carolina
Guilford, Alamance, Forsyth, Rockingham, Caswell, Orange, Wake, Randolph, Davidson, Wilkes, Stokes, Person, Chatham, Rowan, Mecklenburg, Cabarrus, Iredell, Surry, Yadkin, Stanly, Montgomery, Union, Gaston, Lincoln, Cleveland, Catawba, Durham, Davie, Montgomery

Tennessee
Washington, Sullivan, Hawkins, Hancock, Greene, Cocke

Virginia
Lee, Wise, Scott, Dickenson, Russell, Washington
EXHIBIT B

PURPORTED WITHDRAWAL LETTER
January 12, 2018

Ms. Dana Weston, CEO
UNC Rockingham Health Care
117 East Kings Highway
Eden, NC 27288

Dear Ms. Weston,

I am the CEO of Advanced Home Care. Morehead Memorial Hospital is currently a 1.172% member of Advanced Home Care. Please find attached a Withdrawal Notice per the Amended and Restated Member Agreement by and among Advanced Home Care, Inc. and its members, effective as of August 29, 2013.

This withdrawal notice is being sent as a result of Morehead’s change of control to UNC Health System. For your information, Chris Ellington from UNC has been in contact with Advanced Home Care’s Board Chair, Geoff Gardner, from Novant Health, about this issue.

If you have any questions, I can be reached at 336-878-8950 or at joel.mills@advhomecare.org.

Sincerely,

Joel C. Mills
CEO
WITHDRAWAL NOTICE

Pursuant to Section 3.2 of the Amended and Restated Member Agreement by and among Advanced Home Care, Inc. and its Members, effective as of August 29, 2013, as amended, this Withdrawal Notice is being provided to UNC Rockingham Health Care (f/k/a Morehead Memorial Hospital) by Advanced Home Care, Inc. to commence the withdrawal procedure as provided for in Article 3 of that agreement.

This the 12th day of January, 2018.

ADVANCED HOME CARE, INC.

By: _____________________________
    Jodi C. Mills, C.E.O.