

**AMALGAMATION AGREEMENT  
TO FORM  
HURON PERTH HEALTHCARE ALLIANCE**

THIS AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023

B E T W E E N:

**THE CLINTON PUBLIC HOSPITAL**

("CPH")

- and –

**ST. MARYS MEMORIAL HOSPITAL**

("SMMH")

- and –

**SEAFORTH COMMUNITY HOSPITAL**

("SCH")

- and -

**STRATFORD GENERAL HOSPITAL**

("SGH")

(collectively, the "**Corporations**", and each, a "**Corporation**")

**WHEREAS** the Corporations are charitable corporations, each existing under the *Not-for-Profit Corporations Act* (Ontario) (the "**ONCA**") and each is designated as a public hospital under the *Public Hospitals Act* (Ontario) and have the same or similar purposes;

**AND WHEREAS** the Corporations wish to amalgamate the Corporations to further achieve the system integration achieved by the Corporations under the Alliance Agreement;

**AND WHEREAS** pursuant to the terms of the Alliance Agreement, each of the Corporations have the same directors and officers;

**AND WHEREAS** each Corporation has made full disclosure to the other of all of its material assets and liabilities;

**AND WHEREAS** each of the Corporations' Boards of Directors, acting under the authority contained in the *ONCA*, have agreed to amalgamate upon the terms and conditions hereinafter set out;

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereto agree as follows:

1. **Definition.** In this Agreement, the expression "**Amalgamated Corporation**" means the corporation continuing from the amalgamation of the Corporations.

2. **Amalgamation.** The Corporations agree to amalgamate, effective on the date of issuance of a Certificate of Amalgamation under the provisions of 112 of the *ONCA* and to continue as one corporation without share capital under the terms and conditions of this Agreement, effective as of such date.
3. **Name.** The name of the Amalgamated Corporation shall be “Huron Perth Healthcare Alliance”.
4. **Purposes.** The purposes and special purposes of the Amalgamated Corporation are set out in section 8 of the Articles of Amalgamation.
5. **Special Provisions.** The purposes and special purposes of the Amalgamated Corporation are set out in the Articles of Amalgamation.
6. **Head Office.** The head office of the Amalgamated Corporation, until otherwise determined by special resolution, shall be at 46 General Hospital Dr, Stratford, ON N5A 2Y6.
7. **Supervision of Amalgamated Corporation.** The affairs of the Amalgamated Corporation shall be under the supervision of the Board of Directors, subject to the provisions of the *ONCA* and the *Public Hospitals Act (Ontario)*, and their regulations.
8. **Board of Directors.**

- (a) The Board of Directors of the Amalgamated Corporation shall consist of a minimum of seventeen (17) and a maximum of twenty-one (21) Directors, of whom a minimum of nine (9) and a maximum of twelve (12) shall be elected Directors as set out in paragraph (b) below and eight (8) shall be ex-officio, non-voting Directors as set out in paragraph (b) below. The number of elected Directors may be established by resolution of the Board from time to time if permitted by the Corporation’s By-Law.

The first Directors of the Amalgamated Corporation with their names, callings, and address for service, shall be the following:

**[Note: Names and addresses of the Corporations’ Directors to be included below.]**

	Name	Address for Service
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(b) The last eight (8) persons named in (a) above shall be considered *ex-officio non voting* Directors of the Amalgamated Corporation (holding the offices, respectively, President and Chief Executive Officer, Chief of Staff, the Site Chief from each of the Hospital Sites that are not represented by the Chief of Staff, the President of the Medical Staff Association, the Chief Nursing Executive and a Patient and Caregiver Partner recommended by the Patient and Caregiver Partner Steering Committee, who shall hold office as *ex-officio* Directors until their successors are appointed in accordance to the provisions contained in the By-Law of the Amalgamated Corporation.

9. **Members.** The membership interests in each of the Corporations will be cancelled without any repayment of capital and the initial members of the Amalgamated Corporation shall consist of the Directors of the Amalgamated Corporation and such other persons who may be admitted as members pursuant to the By-Law of the Amalgamated Corporation.

10. **Assets and Liabilities.**

(a) The Corporations are amalgamated and continue as one corporation under the terms and conditions set out this Agreement.

- (b) The Corporations cease to exist as entities separate from the Amalgamated Corporation.
  - (c) The Amalgamated Corporation possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Corporations.
  - (d) The articles of amalgamation are deemed to be the articles of incorporation of the Amalgamated Corporation and, except for the purposes of the *ONCA* subsection 32(1), the certificate of amalgamation is deemed to be the certificate of incorporation of the Amalgamated Corporation.
  - (e) The Amalgamated Corporation is deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against a Corporation before the amalgamation becomes effective.
11. **Charitable Funds.** Funds which have been raised by charitable means or received as a charitable donation and which are currently designated as special purpose funds of the Corporations shall remain segregated and shall be used exclusively for the benefit of the purposes to which such funds were designated.
12. **Trust Funds.** All gifts, trusts, bequests, pledges, devises and grants of real or personal property or of the income or proceeds thereof, heretofore expressed by a person in a deed, will bequest or other document, to be made, given or conveyed to the Corporations or any of their units, or to any person in trust for or for the benefit of the foregoing, shall, insofar as the same shall not have vested in possession or been carried into effect on the date this amalgamation comes into force, shall, subject to any applicable law and if practicable, be applied by the Amalgamated Corporation for the exclusive use and benefit of the purposes to which such funds were designated and any replacements, additions to such facilities. Any funds not so designated shall be allocated by the Amalgamated Corporation in accordance with the directions of its Board of Directors.
13. **By-Law.** The Corporations hereby agree that the general by-law of the Amalgamated Corporation shall be a form of general by-law made pursuant to the *Not-for-Profit Corporations Act* (Ontario) and the *Public Hospitals Act* (Ontario), which may be examined at the Amalgamated Corporation's Head Office and which will be made publicly available on the Amalgamated Corporation's website.
14. **Application.** Upon the Boards of Directors of the Corporations adopting this Agreement and the members of each the Corporations approving this Agreement by special resolution at meetings of the members of each of the Corporations, the parties hereto by their joint application shall, with effect as of April 1, 2024, or on such other day as may be agreed by the Boards of the Corporations, apply to the appropriate authorities in the Province of Ontario for Articles of Amalgamation.
15. **Further Assurances.** Each party shall from time to time promptly execute and deliver such further documents, conveyances, deeds, assignments, transfers, and the like, and take such further action as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.

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**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties hereto.

Dated as of the ● day of ●, 2023.

**THE CLINTON PUBLIC HOSPITAL**

By: \_\_\_\_\_  
Name: ●  
Title: ●

**SEAFORTH COMMUNITY HOSPITAL**

By: \_\_\_\_\_  
Name: ●  
Title: ●

**ST. MARYS MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
Name: ●  
Title: ●

**STRATFORD GENERAL HOSPITAL**

By: \_\_\_\_\_  
Name: ●  
Title: ●

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