

Plan of Dissolution for Tri-Town Volunteer Emergency Ambulance Service, Inc. and Transition of EMS Service in Pembroke and Allenstown

This Plan of Dissolution (the "Plan") is intended to accomplish the dissolution and winding-up of Tri-Town Emergency Ambulance Services, Inc., a New Hampshire corporation ("Tri-Town"), in accordance with the Revised Statutes Annotated of New Hampshire law. The plan is as follows:

1. Approval of Plan. The Membership of Tri-Town (the "Members") have adopted this Plan at a special meeting (the "Meeting") for that purpose.

2. Assumption of EMS Services. The emergency medical services currently provided by Tri-Town will be assumed by the Towns of Pembroke and Allenstown, acting through a Joint Board, to be known as Tri-Town EMS, pursuant to an Intermunicipal Agreement approved by the State of New Hampshire on June 5, 2012 and attached to this Plan as **Exhibit A**. The Town of Pembroke and the Joint Board have agreed to make a good faith effort to hire and/or use the services of the employees and volunteers who currently work or volunteer for Tri-Town for the purpose of continuing to provide emergency medical services to the two Towns.

3. Transfer of Assets/Assumption of Liabilities. Pursuant to the terms of a Bill of Sale and Assignment (“Bill of Sale”) **Exhibit B**, between Tri-Town and the Town of Pembroke, Tri-Town will transfer all of its rights, assets, including its cash and cash equivalents, receivables, certain contractual rights, and rights to assert and bring any necessary claims and causes of action (all together “Property”) to the Town of Pembroke subject to all outstanding liabilities of Tri-Town and the Town of Pembroke shall accept such transfer and assume all such liabilities. An inventory of Tri-Town’s assets and liabilities is attached to the form of Bill of Sale and Assignment.

4. Ordinary Course of Business. From and after the date on which this Plan was adopted, Tri-Town shall continue to operate in the ordinary course of business and in a manner that is consistent with its approved budget. Tri-Town shall not incur any new indebtedness without the prior approval of the Town of Pembroke.

5. Implementation of Plan/Authorization of Officers. The Officers of Tri-Town or any of them are hereby authorized, without further action by Tri-Town’s Members, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Officers, to implement this Plan and the transactions contemplated by this Plan including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind-up its affairs such as filings with New Hampshire or

United States tax authorities, and filing a Certificate of Dissolution with the Secretary of State of the State of New Hampshire. After the filing of the Certificate of Dissolution, Tri-Town shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind-up its business affairs, and distribute its assets in accordance with this Plan.

6. Transfer of Property. The approval of this Plan by the Members shall constitute the approval of the Members of the disposition in liquidation of all of the Property of Tri-Town, whether such disposition occurs in one transaction or a series of transactions, and further this Plan shall constitute ratification of the Bill of Sale and all contracts for the disposition of this Property pursuant to this Plan. In connection with and for the purposes of implementing and assuring completion of this Plan, Tri-Town may, in the absolute discretion of the officers, pay any brokerage, agency, professional, and other fees and expenses of any persons rendering services to Tri-Town in connection with the collection, sale, assignment, exchange, or other disposition of Tri-Town's Property and the implementation of this Plan.

7. Indemnification. Tri-Town shall continue to indemnify its officers, directors, employees, agents and representatives in the same manner as they are currently indemnified pursuant to corporate documents, policies, or contracts, for the actions taken by them in connection with this Plan and the winding-up of the affairs of Tri-Town. The officers and directors, in their absolute discretion, are authorized to obtain and maintain insurance as may be necessary or appropriate to cover Tri-Town's

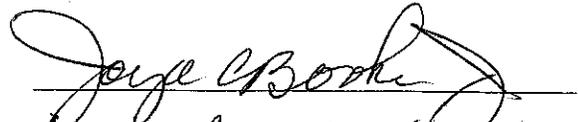
obligations under this section, including seeking an extension in time and coverage of insurance policies that are currently in effect.

Plan adopted by the Members of the

Tri-Town Volunteer Emergency

Ambulance Service, Inc. on

Sept 27, 2012


Joyce C. Booker-Jammin, Secretary