

MERGER AGREEMENT AND PLAN OF MERGER

This MERGER AGREEMENT AND PLAN OF MERGER (the “*Agreement*”) is made as of June 9, 2026 (“*Agreement Effective Date*”) by and between **LeadingAge Massachusetts, Inc.** (“*LeadingAge MA*”), a Massachusetts nonprofit corporation with a principal place of business at 246 Walnut Street, #203, Newton, Massachusetts 02460, and **LeadingAge Maine & New Hampshire** (“*LeadingAge ME/NH*”), a New Hampshire voluntary corporation with a principal place of business at 35 Center Street, Office #6, Wolfeboro, New Hampshire 03894 (each is referred to as a “Party” and collectively they are referred to as the “Parties”).

WHEREAS, following due diligence and consultation with legal experts, the Board of Trustees of LeadingAge MA and the Board of Directors of LeadingAge ME/NH have determined that it is in the best interests of their respective organization, and each Board has voted, to merge the corporations; and

WHEREAS, the Parties have agreed upon the terms of the merger, which are set forth below.

IN CONSIDERATION of the undertakings contained in this Agreement and for other valuable consideration received, the Parties agree as follows:

1. MERGER. LeadingAge ME/NH will be merged into LeadingAge MA pursuant to Chapter 180, Section 10A of the Massachusetts General Laws (the “*Merger*”). LeadingAge MA will be the surviving entity of the Merger (sometimes referred to as the “*Surviving Entity*”).

2. MERGER DATE. The Merger will become effective for tax and other purposes at 12:00 a.m. on January 1, 2027 (the “*Merger Date*”), even if, for any reason, the requisite public filings with respect to the Merger should occur on some other date. The Parties will make the filings required by Section 7 below, which filings may be made no more than thirty (30) days prior to the Merger Date.

3. EFFECT OF MERGER; SUCCESSION. On the Merger Date, the Surviving Corporation will succeed to all of the rights, privileges, debts, liabilities, powers and property of LeadingAge ME/NH. Without limiting the foregoing, on the Merger Date, all real property, personal property, rights (including without limitation beneficial rights under testamentary or other gifts, or other conditional rights, which have not yet vested), privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of LeadingAge ME/NH will be transferred to and vested in the Surviving Corporation without further act, instrument or deed. LeadingAge ME/NH will not retain any rights or reversionary interests regarding such assets. The Surviving Corporation will adhere to, assume responsibility for, and continue the maintenance, support, preservation and management of, any board restricted or other operating reserves of LeadingAge ME/NH or the Surviving Corporation. All rights of the creditors of LeadingAge ME/NH and all liens upon any property of LeadingAge ME/NH will be preserved

unimpaired, and all debts, liabilities and duties of LeadingAge ME/NH will attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

4. GOVERNANCE DOCUMENTS OF SURVIVING CORPORATION. The Articles of Merger described in Section 7 below will reflect the changes to the Surviving Corporation's Articles of Organization described in the attached Exhibit A, effective as of the Merger Date. On or before the Merger Date LeadingAge MA will adopt the Amended and Restated Bylaws attached as Exhibit B, to become effective on the Merger Date.

5. SENIOR MANAGEMENT OF SURVIVING CORPORATION. Immediately following the Merger, Lisa Henderson (current Executive Director of LeadingAge ME/NH) will become employed by LeadingAge MA and serve as the Surviving Corporation's Chief Member Experience Officer. Elissa Sherman will remain employed by LeadingAge MA and will serve as the Surviving Corporation's President and Chief Executive Officer, and Sarah Lacasse will remain employed by LeadingAge MA and will serve as the Surviving Corporation's Chief Operating Officer.

6. CONDITION TO MERGER. The Merger is subject to receipt of the prior approval of the members of LeadingAge MA of this Agreement (including the amendments to its Articles of Organization set forth on Exhibit A) or, if an insufficient number of members respond, of the approval of the Secretary of State of the Commonwealth of Massachusetts pursuant to Chapter 180, Section 7A of the Massachusetts General Laws.

7. FILINGS. After the satisfaction of the condition under Section 6 above and not earlier than thirty (30) days before the Merger Date, the Parties will: (a) register LeadingAge MA as a foreign corporation doing business in the states of its Service Area (as defined in the attached Amended and Restated Bylaws) other than the Commonwealth of Massachusetts; (b) file Articles of Merger with the Massachusetts Secretary of State; (c) file a copy of the Articles of Merger certified by the Massachusetts Secretary of State with the New Hampshire Secretary of State; and (d) make such other filings and take such other action as are necessary to effect the Merger.

8. AMENDMENT AND TERMINATION; LEGAL PROVISIONS. This Agreement may be amended or terminated by mutual written agreement of the Parties at any time prior to the Merger Date. It will be governed by the laws of the Commonwealth of Massachusetts, and may be signed in counterparts, each of which will be deemed an original and together will be a single instrument.

[Signature Page Follows]

EXECUTED by the Parties as of the Agreement Effective Date:

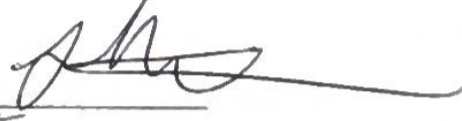
LEADINGAGE MASSACHUSETTS, INC.

LEADINGAGE MAINE & NEW HAMPSHIRE

By: Elissa Sherman (Jun 9, 2026 15:30:33 EDT)
Name: Elissa Sherman
Title: President, duly-authorized.

By: _____
Name: Lisa Henderson
Title: Executive Director, duly-authorized.

By: Margaret Mantoni (Jun 9, 2026 16:42:35 EDT)
Name: Margaret Mantoni
Title: Chairperson of the Board of Directors, duly-authorized.

By: Leanne Fiet 
Name: Leanne Fiet
Title: Chair LAMENH, duly-authorized.

EXHIBITS:

- Exhibit A: Revisions to Surviving Corporation Articles of Organization
- Exhibit B: Amended and Restated Bylaws of Surviving Corporation