

Received

APR 27 2010

Dept. of Attorney General  
Consumer Protection Division



**Charles N. Raimi**  
Deputy General Counsel

Legal Affairs  
4707 St. Antoine  
Suite W514  
Detroit, MI 48201  
(313) 966-2226 (Phone)  
(313) 966-2040 (Fax)  
craimi@dmc.org

April 27, 2010

**VIA OVERNIGHT DELIVERY**

Tracy A. Sonneborn, Esq.  
Assistant Attorney General  
Michigan Attorney General's Office  
Consumer Protection and Charitable Trusts  
P.O. Box 30213  
G. Mennen Williams Building  
525 W. Ottawa Street  
Lansing, MI 48909

**Re: Vanguard-DMC  
– Renaissance Zone materials**

Dear Tracy:

I am enclosing the 1980 DRH sublease agreement and the 2006 deed.

Very truly yours,

A handwritten signature in black ink that appears to read "Charles N. Raimi".

Charles N. Raimi

/bkn

Enclosures

**www.dmc.org**

*Children's Hospital of Michigan • Detroit Receiving Hospital • Harper University Hospital • Huron Valley-Sinai Hospital •  
Hutzel Women's Hospital • Kresge Eye Institute • DMC Surgery Hospital • Rehabilitation Institute of Michigan •  
Sinai-Grace Hospital • University Laboratories*

*In partnership with the Karmanos Cancer Center*

112.00 DEED  
Receipt #1156906

RECORDED  
EDWARD J. YOUNG, REGISTER OF DEEDS  
WAYNE COUNTY, MI

15.00 REAPPRAISAL

OCT 13 11:12

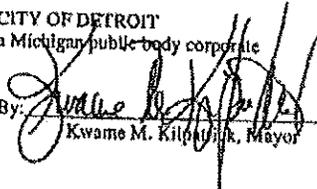


QUIT CLAIM DEED

The City of Detroit, a Michigan public body corporate, whose address is 2 Woodward Avenue, Detroit, Michigan 48226, quitclaims to Detroit Receiving Hospital and University Health Center, a Michigan nonprofit corporation, whose address is c/o The Detroit Medical Center, Legal Affairs Department, 3663 Woodward Avenue, Fifth Floor, Detroit, Michigan, 48201, the premises located in the City of Detroit, Wayne County, Michigan described as on the attached Exhibit "A," for the sum of One Dollar (\$1.00) and other good and valuable consideration, subject to and reserving to the City of Detroit its rights under public easements and rights of way, easements, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 (if any), and restrictions of record.

This deed is given pursuant to Section 3.b of that a certain Sublease Agreement dated June 27, 1980, by and among the City of Detroit, City of Detroit Building Authority, and Detroit Receiving Hospital and University Health Center. This deed and the delivery of this deed shall not in any way merge, terminate, modify, or alter the terms, conditions, covenants and agreements set forth in the Sublease Agreement which were intended to survive in the event Detroit Receiving Hospital and University Health Center requires fee title to the "DRH Assets" (as such term is defined in the Sublease Agreement), including without limitation Section 3(c), Section 7.b.8, and Section 8.c of the Sublease Agreement.

CITY OF DETROIT  
a Michigan public body corporate

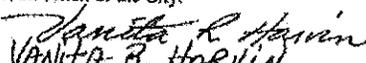
By:   
Kwame M. Kilpatrick, Mayor

STATE OF MICHIGAN )

vs.

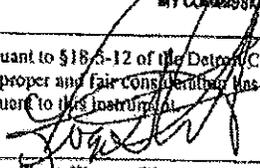
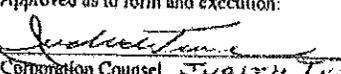
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on September 27, 2006, by Kwame M. Kilpatrick, the Mayor of the City of Detroit, a Michigan public body corporate, on behalf of the City.

  
YANITA R. HARVILL

PRINT:  
Notary Public, Wayne County, Michigan  
My commission expires: 2/17/08  
Acting in the County of Wayne

YANITA R. HAMLIN  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Feb 17, 2008

<p>Pursuant to §18-12 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.</p> <p> Roger Shott, Finance Director</p>	<p>Approved by City Council on April 15, 1980, JCC pages 1057-1058.</p> <p>Approved as to form and execution:</p> <p> Corporation Counsel Judith Turner</p>
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<p>This instrument drafted by:</p> <p>Judith Turner, Esq. City of Detroit Law Department 660 Woodward Avenue Detroit, Michigan 48226</p>	<p>When recorded return to:</p> <p>The Detroit Medical Center Legal Affairs Department 3663 Woodward Avenue, Fifth Floor Detroit, Michigan 48201</p>
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Exempt from transfer taxes pursuant to MCL § 207.505 (h)(1) and MCL § 207.526(h)(1)

Tax Parcel: Part of Ward 1, Item 003868.001

NO REVENUE ATTACHED

PCD-12-6K-27 E(1) 10/11

## EXHIBIT "A"

A part of the Lot 16 of Medical Center Urban Renewal Plat No. 2, part of Park Lots 25 to 30 and part of P.C.'s 1, 2 and 5, City of Detroit, Wayne County, Michigan, as recorded in Liber 90, Pages 89, 90 and 91, Wayne County Records;

Together with that portion of the Northerly  $\frac{1}{2}$  of vacated Willis Avenue (50 feet wide,) lying Southerly of and adjacent to Lots 12 through 15, both inclusive, and the Westerly  $\frac{1}{2}$  of the vacated public alley lying Easterly of and adjacent thereto of block 20 of Van Dyke's Subdivision of part of the Antoine Beaubien Farm North of Grove St. recorded in Liber 1, Page 294 of Plats, Wayne County Records;

All being more particularly described as follows:

Commencing at the intersection of the Westerly line of Beaubien-St. Antoine Avenue (120 feet wide) with the Southerly line of Canfield Avenue (60 feet wide);

Thence South 26 degrees 09 minutes 00 seconds East, along the said Westerly line of Beaubien-St. Antoine Avenue, a distance of 338.00 feet to the point of beginning;

Thence South 26 degrees 09 minutes 00 seconds East, continuing along the said Westerly line, a distance of 342.43 feet to a point of curve;

Thence on a curve to the right, having radius of 400 feet, an arc distance of 184.92 feet, a central angle of 26 degrees 29 minutes 17 seconds and a chord which bears South 12 degrees 52 minutes 33 seconds East, a distance of 183.28 feet;

Thence South 63 degrees 41 minutes 30 seconds West, along the Southerly line of Lot 16 of the said Medical Center Urban Renewal Plat No. 2, a distance of 428.11 feet;

Thence North 26 degrees 09 minutes 00 seconds West, a distance of 544.02 feet;

Thence North 63 degrees 53 minutes 50 seconds East, a distance of 300.00 feet;

Thence South 26 degrees 09 minutes 00 seconds East, a distance of 21.64 feet to the Northerly line of a 50 foot wide easement for public utilities as recorded on the Medical Center Urban Renewal Plat No. 2 (L. 90, P. 89, 90 and 91);

Thence North 63 degrees 53 minutes 50 seconds East, along the said Northerly line of easement, a distance of 170.19 feet to the point of beginning.

0908341-03

Stewart Title Guaranty Company

Commitment Number: 0908341-03

SCHEDULE A.

- 1. Commitment Date: September 3, 2009 at 08:00 AM
- 2. Policy (or Policies) to be issued: Policy Amount
  - (a) Owner's Policy ( ALTA Own. Policy 06/17/06 )  
Proposed Insured:
  - (b) Loan Policy ( ALTA Loan Policy 06/17/06 )  
Proposed Insured:
  - (c) ( )  
Proposed Insured:
- 3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Detroit Receiving Hospital and University Health Center, a Michigan nonprofit corporation
- 4. The land referred to in the Commitment is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

Date: September 24, 2009  
LAMONT TITLE CORPORATION

By: \_\_\_\_\_  
SANDRA L. BRANDENBURG

Stewart Title Guaranty Company

Commitment Number: 0908341-03

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. Submit "Affidavit by Seller or Borrower". Additional requirements may be made or exceptions taken for matters disclosed therein.
6. Payment of all due and payable property taxes and special assessments.

Tax Parcel ID: Ward 01 Item 003868.001

Taxpayer of record: Wayne State University

2009 Summer Taxes: Taxes exempt; Exempt fee in the amount of \$100.00 DUE plus fees, penalties and interest

2008 Winter Taxes: Exempt

Special Assessments: None

Stewart Title Guaranty Company

Commitment Number: 0908341-03

SCHEDULE B - SECTION II  
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances or claims thereof, which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
5. Taxes and assessments due and payable subsequent to Commitment date.
6. Rights or claims of parties in possession not shown of record.
7. Current and delinquent water and sewer charges.
8. Interest of Detroit Receiving Hospital and University Health Center, a Michigan nonprofit corporation, Assignee of a Lessee's interest from Health Care Institute, and the terms and conditions of the Lease, as set forth in Assignment of Lease recorded in Liber 20892, Page 203 and Quit Claim Deed recorded in Liber 45487, Page 240, Wayne County Records.
- Interest of Detroit Medical Center, Assignee of a Lessee's interest, and the terms and conditions of the Lease, as set forth in Notice of Assignment of Master Lease recorded in Liber 33085, Page 326.
- Notice of Federal Interest dated December 12, 2005, recorded December 14, 2005 in Liber 43756, Page 602, Wayne County Records.
11. Terms and conditions of Agreement for Reciprocal Easements as disclosed by instruments recorded in Liber 20892, Page 193 and Liber 20892, Page 198, Wayne County Records.
12. Terms and conditions of Agreement and Grant of Easement for Utilities as recorded in Liber 20892, Page 214, Wayne County Records.
13. Terms and conditions of Easement Agreement as recorded in Liber 20929, Page 720, as amended by instrument recorded in Liber 21106, Page 193, Wayne County Records.
14. Terms and conditions of Declaration of Easements recorded in Liber 22728, Page 97, Wayne County Records.
15. Terms and conditions of Agreement to Purchase and Develop Land as recorded in Liber 16058, Page 625, as modified by instrument recorded in Liber 19012, Page 626 and assigned by instrument recorded in Liber 19149, Page 866, Wayne County Records. Certificates of Completion recorded in Liber 20892, Page 222 and Liber 20892, Page 226, Wayne County Records.
16. Terms and conditions contained in the Dedication of the Plat recorded in Liber 90, Pages, 89, 90, and 91 of Plats, Wayne County Records.
17. Terms and conditions of Agreement and Grant of Easement for Water Main as recorded in Liber 19315, Page 915, Wayne County Records.
18. Terms and conditions of Resolution permitting encroachments as recorded in Liber 24170, Page 60, Wayne County Records.

*Costs of Detroit  
Quit Claim  
sent to DRH  
please merged  
& terminated*

*Assign  
Interest in  
to DRH - merged*

*OK*

**SCHEDULE B - SECTION II**  
**EXCEPTIONS**  
(Continued)

Commitment Number: 0908341-03

19. Terms, conditions and easements contained in Resolution recorded in Liber 15514, Page 246, Wayne County Records.
20. Decision and Order by the Board of Zoning Appeals as recorded in Liber 44514, Page 1363, Wayne County Records.
21. Terms, conditions, covenants and provisions of Agreement Regarding Operations, Property Use, Use of Name and Option to Reacquire Facilities as recorded in Liber 43756, Page 37, Wayne County Records.
22. Terms, conditions, covenants and provisions of Facility Maintenance, Access, Easement and Cost Sharing Agreement as recorded in Liber 43756, Page 253, Wayne County Records.

Stewart Title Guaranty Company

Commitment Number: 0908341-03

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Land in the City of Detroit, County of Wayne, State of Michigan being more particularly described as:

**UNIVERSITY HEALTH CENTER AND DETROIT RECEIVING HOSPITAL:**

Part of Lot 16, MEDICAL CENTER URBAN RENEWAL PLAT NO. 2, according to the plat thereof recorded in Liber 90 of Plats, pages 89, 90 and 91, Wayne County Records, described as: Commencing at the intersection of the Westerly line of Beaubien-St. Antoine Avenue (120 feet wide) with the Southerly line of Canfield Avenue (60 feet wide); thence South 26 degrees 09 minutes 00 seconds East along the said Westerly line of Beaubien-St. Antoine Avenue, a distance of 338.00 feet to the point of beginning; thence South 26 degrees 09 minutes 00 seconds East, continuing along the said Westerly line, a distance of 342.43 feet to a point of curve; thence on a curve to the right, having a radius of 400 feet, an arc distance of 184.92 feet, a central angle of 26 degrees 29 minutes 17 seconds and a chord which bears South 12 degrees 52 minutes 33 seconds East, a distance of 183.28 feet; thence South 63 degrees 41 minutes 30 seconds West, along the Southerly line of Lot 16 of the said Medical Center Urban Renewal Plat No. 2, a distance of 428.11 feet; thence North 26 degrees 09 minutes 00 seconds West, a distance of 544.92 feet; thence North 63 degrees 53 minutes 50 seconds East, a distance of 300.00 feet; thence South 26 degrees 09 minutes 00 seconds East, a distance of 21.64 feet to the Northerly line of a 50 foot wide easement for public utilities as recorded on the Medical Center Urban Renewal Plat No. 2 (Liber 90, page 89, 90 and 91); thence North 63 degrees 53 minutes 50 seconds East, along the said Northerly line of easement, a distance of 170.19 feet to the point of beginning.

**ALSO**

Part of Lot 16, MEDICAL CENTER URBAN RENEWAL PLAT NO. 2, according to the plat thereof recorded in Liber 90 of Plats, pages 89, 90 and 91, Wayne County Records, described as: Commencing at the intersection of the Westerly line of Beaubien-St. Antoine Avenue (120 feet wide) with the Southerly line of Canfield Avenue (60 feet wide); thence South 26 degrees 09 minutes 00 seconds East, along the said Westerly line of Beaubien-St. Antoine Avenue, a distance of 338.00 feet to the Northerly line of a 50 foot wide easement for public utilities as recorded on Medical Center Urban Renewal Plat No. 2, (Liber 90, page 89, 90 and 91); thence South 63 degrees 53 minutes 50 seconds West along the said Northerly line of easement, a distance of 170.19 feet; thence North 26 degrees 09 minutes 00 seconds West, a distance of 21.64 feet; thence South 63 degrees 53 minutes 50 seconds West, a distance of 300.00 feet to the point of beginning; thence South 26 degrees 09 minutes 00 seconds East, a distance of 544.02 feet to the Southerly line of Lot 16 of the said Medical Center Urban Renewal Plat No. 2; thence South 63 degrees 41 minutes 10 seconds West, along the said Southerly line of Lot 16, a distance of 273.00 feet to the Easterly line of Brush Street (variable width); thence North 26 degrees 09 minutes 00 seconds West, along the said Easterly line of Brush Street, a distance of 545.00 feet; thence North 63 degrees 53 minutes 50 seconds East, a distance of 273.00 feet to the point of beginning, EXCEPT the West 325.80 feet of the South 180.50 feet thereof.

Tax Parcel ID: Part of Ward 01 Item 003868.001

**EASEMENT PARCEL:**

Easements for underground cables as created, limited and defined in Declaration of Easements recorded in Liber 22728, Page 97, Wayne County Records.

1980 DRH Sublease

SUBLEASE AGREEMENT

Sublease Agreement (this "Agreement"), dated this 27<sup>th</sup> day of June, 1980, by and among City of Detroit, a municipal corporation organized and existing under the constitution and laws of the State of Michigan ("City"); City of Detroit Building Authority, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Authority"); and Detroit Receiving Hospital and University Health Center, a Michigan nonprofit corporation ("DRHUHC").

WITNESSETH:

Whereas, On April 17, 1980, City, Authority and Detroit Medical Center Corporation, a Michigan nonprofit corporation ("DMCC") executed an Agreement providing that upon the satisfaction of certain conditions, City would sublease to DMCC, Detroit Receiving Hospital ("DRH"), to be operated by DMCC for the purpose of:

- a. Providing an emergency and trauma unit for the residents of the City of Detroit, within the present and future capacities of DRH; and
- b. Providing health services to all persons needing them, regardless of the person's religious, racial, or ethnic identification, or economic status; and

Whereas, such conditions have been satisfied and/or waived, and the parties desire that DRH be operated for such purposes; and

Whereas, DMCC, in accordance with the terms of the Agreement, has assigned the Agreements and its rights, powers, duties and obligations thereunder to DRHUHC, and DRHUHC desires to operate DRH under the terms of this Sublease Agreement.

Now, Therefore, in consideration of the premises and the covenants, agreements, representations and warranties herein contained, City, Authority and DRHUHC hereby agree as follows:

1. Sublease of DRH

a. City hereby subleases to DRHUHC all of the right, title and interest of City in and to the "Project" (such term, as used herein, is defined in the same manner as in the Full Faith and Credit General Obligation Contract of Lease, As Amended, dated October 7, 1974 by and between Authority and City (the "Contract of Lease")). Further, City hereby leases to DRHUHC all of the right, title and interest of City in and to the additional equipment described on Exhibit A attached hereto. The "Project" and the equipment described on Exhibit A are collectively hereinafter referred to as the "DRH Assets."

b. City and Authority hereby represent and warrant to DRHUHC that the DRH Assets include the land upon which DRH is located (which land is described on Exhibit B attached hereto), all buildings and improvements in, on, under or through the land (including the parking garage of DRH), all easements relating to DRH and the furniture, fixtures, machinery and equipment listed on Exhibit C attached hereto, it being the intent that such furniture, fixtures, machinery and equipment include all that is necessary to initially open and operate DRH in the manner described in the certificate of need and other construction documents relating to DRH.

c. This Sublease Agreement is being consummated pursuant to Section 17 of the Contract of Lease and applicable law.

2. Rent; Operating Covenants

a. In consideration for the sublease of the DRH Assets and the rights to acquire fee simple title to the DRH Assets, as described herein, DRHUHC hereby agrees to pay to City, as its full and complete rental for the DRH Assets, during each contract year of the term of this Sublease Agreement ("contract year" meaning, for purposes of this Sublease Agreement, the twelve month period beginning on the date hereof or on the anniversary date of the date hereof), an amount equal to \$1,000,000.00. Such amount shall be paid to City in full on or before March 15 of such fiscal year. Notwithstanding the foregoing, if the lease term shall end on a day other than the last day of a contract year, the rental for the fractional contract year in which the lease term shall end shall be such

proportion of the yearly rental as the number of days in such fractional contract year bears to 365 (or 366, as the case may be).

b. DRHUHC further agrees that during the term of this Sublease Agreement, it shall operate the DRH Assets in the following manner:

1. DRH shall be operated so as to provide (i) an emergency and trauma unit for the residents of the City of Detroit within the present and future capacities of the facility and (ii) health services to all persons needing them, regardless of the person's religious, racial, or ethnic identification, or economic status.

2. There shall be provided in DRH, a prison unit available for treatment of persons in the custody of the Detroit Police Department and to persons in the City's custody in the Detroit House of Correction, under the conditions described in Section 6.a.5. hereof. Further, there shall be provided in DRH a "crisis center," in order to provide emergency mental health services, both ambulatory and inpatient, as long as such services continue to be adequately funded pursuant to grants and other funds provided by governmental agencies or entities other than DRHUHC. Further, DRHUHC shall provide space not to exceed 400 square feet for use by rape counseling service personnel employed by the Detroit Police Department in connection with their counseling of rape victims brought to DRH for treatment.

3. DRHUHC shall establish a Board of Trustees ("OBD") to direct the combined operation of the Wayne State University clinics building (the "Institute") and DRH, subject to policies established by the Board of Trustees of DMCC.

4. The OBD shall be appointed by the Board of Trustees of DMCC and shall consist of ten members, three of whom shall be chosen from slates nominated by the Mayor of the City and three of whom shall be chosen from slates nominated by the President of the University. The three members chosen from slates nominated by the Mayor and the three members chosen from slates nominated by the President of the University may be removed at any time by the person who nominated them.

5. The chief executive officer responsible for the combined operation of DRH and the Institute shall be nominated by DMCC and appointed by the OBD.

3. Term; Option to Purchase

a. The term of this Sublease Agreement shall be for a period of twenty-one years commencing on the date hereof. Notwithstanding the foregoing, DRHUHC shall have the option, exercisable at any time during the first seven years of the term of this Sublease Agreement, by written notice to City and Authority, to acquire fee simple title to the DRH Assets provided that DRHUHC furnish, as consideration, on a date (the "Closing Date"), within ten days after the exercise of the option, cash or U.S. government obligations in an amount sufficient to defease, by providing for the payment in full and retirement, either before or at maturity, of the amount of the outstanding (as of the date of exercise of the option) City of Detroit Building Authority Bonds (Detroit General Hospital), Series A, B and C (the "Bonds"), issued by Authority pursuant to Resolution Authorizing Issuance of City of Detroit Building Authority Bonds (Detroit General Hospital), adopted by Authority on October 8, 1974, as supplemented by two series of resolutions adopted by Authority on October 8, 1974, a third series of resolutions adopted by Authority on May 20, 1977, and an amendment to the latter series of resolutions adopted by Authority on July 18, 1977 (the "Bond Resolutions"). A plan to defease the Bonds providing for the payment, investment (if any) and disposition of the necessary amount of cash or U.S. government obligations to be furnished by DRHUHC shall be developed by an investment banking firm or financial consultant selected by DRHUHC and approved by City and Authority, which plan shall be approved by Authority, City and DRHUHC on or before the Closing Date (such approvals not to be unreasonably withheld by City or Authority). In the event the Bonds are not to be paid in full and retired on the Closing Date, the plan will provide that the consideration furnished by DRHUHC shall be placed in a bank or trust account, to be administered by a trustee under the terms of an agreement mutually acceptable to Authority, City and DRHUHC and such trustee (the approvals to which shall not be unreasonably withheld by City or Authority), which agreement will provide for the implementation of the plan. In exercising the option described herein it is the intent of the parties that all interest accrued on the Bonds

through the date of the exercise of the option would be paid by City, and that the next principal payment on the Bonds due following the Closing Date would not be prorated. Further, it is the intent of the parties that any excess income earned on funds or securities held in trust for the payment of the Bonds not needed for such payment would be paid to DRHUHC. Upon the Closing Date, the Contract of Lease shall be terminated, Authority shall convey fee simple title to the DRH Assets to City and City shall in turn convey such title to DRHUHC. Title to the DRH Assets shall be conveyed to DRHUHC pursuant to Section 7.b.4. hereof. Rent under the Sublease Agreement in such event shall be prorated as of the date of the exercise of the option, not the Closing Date.

b. In the event the option to acquire fee simple title described in Section 3.a. above is not exercised during the first seven years of the term of this Sublease Agreement, the Sublease Agreement shall continue at the same rental rate (i.e., \$1,000,000.00 per year), without an option until the end of the twenty-one year term described above, at which time DRHUHC shall acquire fee simple title to the DRH Assets for a purchase price of \$1.00. Title to such assets shall be conveyed to DRHUHC free and clear of all encumbrances other than those authorized by DRHUHC pursuant to Section 7.b.4. hereof.

c. In the event DRHUHC shall acquire fee simple title to the DRH Assets, it would agree to continue to operate DRH, during the useful life of the facility, in the manner described in Section 2.b. above, but free of any limitations and restrictions existing under or by virtue of the Contract of Lease or the Bond Resolutions.

d. In the event the option to acquire fee simple title described in Section 3.a. above is not exercised during the first seven years of the term of this Sublease Agreement, it is contemplated that the Contract of Lease shall terminate in 1994, as a result of the payment in full and retirement of the Bonds. In such event, or in the event for any reason City shall retire all of the Bonds in advance of their maturity in 1994 other than by virtue of the exercise of the option described in Section 3.a. above, this Sublease Agreement shall continue in effect as a lease under the terms hereof, notwithstanding the termination of the Contract of Lease and the transfer of title to the Project to City by Authority under the terms of the Contract of Lease and applicable law.

4. City Obligations For Bonds and Other Indebtedness

a. The parties hereby acknowledge that during the term of this Sublease Agreement, except in the event DRHUHC exercises the option described in Section 3.a. above, City retains its obligation to make "Cash Rentals" (as such term is defined in the Contract of Lease) to Authority and to satisfy all debt service requirements on the Bonds, as the same become due. Further, City shall be responsible for continuing to promptly pay to Authority such costs as it is advised in writing by Authority are required to meet all reasonable administrative costs and operating expenses of Authority attributable to DRH or the Bonds, including the payment of agent fees, bond registration fees and any other costs or expenses of Authority attributable to the issuance and payment of the Bonds. City hereby covenants and agrees to meet and pay all such obligations and recognizes and reaffirms its covenants, agreements and obligations described in the Contract of Lease including, but not limited to, Sections 3, 5 and 20 thereof.

b. City further acknowledges that it retains all responsibility for payment of any and all debt service obligations under all other bonds or indebtedness issued by City or Authority in respect to the construction or furnishing of DRH, including, without limitation, any and all Full Faith and Credit General Obligation Bonds described in the Contract of Lease. City covenants and agrees with DRHUHC to meet and pay all such obligations.

c. It is hereby understood and acknowledged that DRHUHC is not assuming the obligations of City described in Sections 4.a. and 4.b. above, and shall not be required to make any payments required to be made by City under the Contract of Lease or by law. In furtherance of the foregoing, City and Authority hereby agree that in the event of any default (monetary or otherwise) in the fulfillment of City's obligations under the Contract of Lease, then, to the fullest extent permitted by law and by the terms of the Contract of Lease and Bond Resolutions, Authority shall pursue its rights only against the City and that as long as DRHUHC shall not be in default in its obligations under this Sublease Agreement, DRHUHC shall be entitled to freely, peaceably and quietly enjoy and occupy the full possession of the DRH Assets without molestation or hindrance by any person whomsoever, and shall be entitled to all of its rights under this Sublease Agreement.

5. Detroit General Hospital

a. Beginning upon the commencement date of the Sublease Agreement, City hereby agrees, as expeditiously as possible, to permanently close as a health care facility its existing Detroit General Hospital facilities located at 1326 St. Antoine, Detroit, Michigan 48226.

6. Covenants of DRHUHC

a. DRHUHC hereby covenants and agrees, during the term of this Sublease Agreement, as follows:

1. DRHUHC at its own expense, shall operate, maintain and keep in repair the Project, and the total expenses in connection therewith shall be borne and paid by DRHUHC, except to the extent such costs and expenses are to be paid by City or Authority as otherwise provided herein. "Operation and maintenance" shall include any and all costs and expenses of operation and maintenance and such costs and expenses of repairs and maintenance as are necessary to keep the Project in good repair and working order, and shall include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for operation of the Project, and to keep the same in good repair and working order, such attendants and janitorial service as may be necessary, as well as insurance coverage. Operation and maintenance shall not include payment of any administrative costs and operating expenses of Authority.

2. DRHUHC, shall not permit the use of the Project in any manner that will result in a material uncorrected violation of local, state or federal laws, rules or regulations, now or hereafter in force and applicable thereto. DRHUHC shall promptly, and at its own expense, make and pay for any and all changes and alterations in or about the Project which during the term of this Sublease Agreement may be required to be made at any time by reason of local, state or federal laws and shall save the Authority harmless and free from all cost or damage in respect thereto.

3. DRHUHC shall provide liability, casualty and other insurance,

against such risks, in such amounts and with such deductibles and co-insurance features as it deems necessary to protect the Project, subject, however, to the following restrictions:

(a) DRHUHC shall maintain fire and extended coverage and vandalism and malicious mischief insurance on the building and contents in an amount sufficient to pay the outstanding principal balance on the Bonds from time to time although it is the intent of DRHUHC, to the extent such insurance is available, to obtain coverage in an amount of at least 80% of the then-current value of the building and improvements, as shown on the books and records of DRHUHC. Such insurance shall name City and Authority as additional insureds, as their interests may appear.

(b) DRHUHC shall obtain business interruption insurance, in the amount of ninety days projected "gross patient revenues," to the extent such coverage is available at reasonable rates as determined by DRHUHC.

(c) DRHUHC shall obtain comprehensive general liability insurance, including blanket contractual liability insurance covering all written agreements, in an amount not less than \$1,000,000.00 single limit bodily injury and/or property damage per occurrence, to the extent such coverage is available at reasonable rates, as determined by DRHUHC. Such insurance shall name City and Authority as additional named insureds, as their interests may appear.

All such insurance may provide such deductibles and co-insurance features as may be deemed necessary or desirable by DRHUHC.

4. Authority, its agents, servants and employees, shall have the right at all times of entering upon the Project for the purpose of inspecting the same pertaining to its commitments under the Contract of Lease and determining whether all of the terms, agreements, covenants and conditions contained in the Contract of Lease are being complied with.

5. DRHUHC shall agree to provide treatment to persons in the custody of the Detroit Police Department and to persons in the City's custody in the

Detroit House of Correction as long as such treatment (to the extent not otherwise paid by third parties) is paid by City (at a rate equal to the lower of the charge by DRHUHC for providing such treatment or the cost to DRHUHC of providing such treatment, such cost being determined in a manner consistent with the determination of cost for purposes of Medicare reimbursement) and as long as the treatment required by such persons is within the then-existing capacity of DRH to provide.

6. DRHUHC shall provide to the Mayor of City, on an annual basis, a copy of the audit conducted with respect to the operation of DRH and the Institute, a copy of any management report to the Board of Trustees of DMCC regarding the operation of DRH and the Institute and a copy of the Medicare cost report related to such operation.

7. DRHUHC shall employ one or more patient advocate representatives, to report to the OBD regarding the ability of DRH to adequately service the needs of its patients. A report of the activities of the patient advocate representatives shall be submitted on an annual basis by the OBD to the Mayor and City Council of City.

7. Operation of the DRH Assets

a. It is the intent of the parties hereto that all of the rights of City in and to the Project and the other DRH Assets are hereby assigned to DRHUHC, except to the extent, but only to the extent, such assignment impairs the contractual obligations of Authority or City with respect to the Bonds. As such, City and Authority agree to take all actions deemed necessary or desirable by DRHUHC to enable it to operate the Project and the other DRH Assets as if DRHUHC were the sole owner of the DRH Assets, to the fullest extent permitted by law, provided that such actions do not result in material monetary commitments by Authority or City and provided further that such actions do not in any way impair the Bonds, the security therefor, the prompt payment of principal and interest thereon or the contractual obligations of City and Authority with respect thereto.

b. In furtherance of the covenants and requirements described in Section 7.a. above, but without limitation, it is hereby agreed as follows:

1. DRHUHC may install in the Project such equipment or fixtures (including, without limitation, electrical, plumbing and other fixtures and equipment) as it may desire, but may not, during the period any of the Bonds are outstanding, make any material permanent alterations to the Project without the written consent of the Authority, which consent shall not be unreasonably withheld. Any equipment placed in DRH by DRHUHC pursuant to this Section 7.b.1. shall be and remain the property of DRHUHC and shall not become part of the Project. Upon the termination of this Sublease Agreement, such equipment shall be removed from the premises by DRHUHC at its cost and expense.

2. DRHUHC shall have the right from time to time of substituting machinery and equipment for machinery and equipment which is part of the DRH Assets, provided that to the extent consistent with sound health care planning principles, the machinery and equipment so substituted shall be machinery and equipment of equivalent value and utility to that replaced. Any such substituted machinery and equipment, to the extent it is substituted for machinery and equipment which are part of the Project, shall become a part of the Project and be included under the terms of the Sublease Agreement and the machinery and equipment for which substitution has been made shall become the property of DRHUHC free and clear of this Sublease Agreement and any claims of the Authority or City thereto. DRHUHC shall give notice to Authority of any intent to substitute machinery and equipment pursuant to this Section 7.b.2., in the event the value of the new machinery or equipment is in excess of \$150,000.00.

3. DRHUHC shall have the right to further sublet or license the use of any portion of the DRH Assets to be used for any purpose for which DRHUHC may use the DRH Assets or for any other lawful purpose as long as DRH, taken in its entirety, would continue to be operated in substantial conformity with the purposes of DRH, as described in Section 2.b. above and as long as not more than 25% of the entire DRH facility is sublet or licensed to any one person or entity (including such entity's subsidiaries). In the event it is desired to sublet or license the use of more than 25% of the entire facility to any one person or entity (including such entity's subsidiaries), such

sublease or license shall require the consent of Authority, such consent not to be unreasonably withheld.

4. DRHUHC shall have the right, at any time and from time to time, to assign this Sublease Agreement and the Agreement referred to in the recitals above and all of its rights, powers, duties and obligations hereunder and thereunder, to DMCC or a wholly-owned subsidiary thereof, provided that such corporation assumes all of such rights, powers, duties and obligations. In such event, upon such assignment, all duties and obligations of DRHUHC shall be thereupon assigned to such corporation, and DRHUHC, shall have no further duties or obligations hereunder.

5. City and Authority shall permit DRHUHC to mortgage or otherwise encumber the DRH Assets in connection with any financing or refinancing, to the fullest extent permitted by law and to the extent it does not impair the Bonds, the security therefor, or the prompt payment of principal and interest thereof, or the contractual obligations of City and Authority with respect thereto. The documents evidencing any such encumbrance would provide that in the event of any default by DRHUHC, before any mortgage foreclosure or similar proceeding were commenced, notice and an opportunity to cure such default would be provided to City and Authority.

6. City and Authority shall, whenever and as often as requested to do so by DRHUHC, apply for and secure any building permits or permission of any duly constituted authority and take such other actions and execute such other documents as may be necessary or desirable for the purpose of doing any of the things which DRHUHC is required or permitted to do under the provisions of this Sublease Agreement.

7. City hereby assigns to DRHUHC during the term of this Sublease Agreement, all of its rights in and to any and all easements affecting the Project, including but not limited to the easements with Wayne State University affecting the Institute being transferred to DRHUHC on the date hereof. To the fullest extent permitted by law, City and Authority shall, at the cost of DRHUHC, whenever and as often as requested to do so by DRHUHC, take such actions and execute such documents as

may be necessary to amend or otherwise modify any easements relating to the Project, or to grant or receive other easements, provided that the amendment, modification, grant and/or receipt of such easements is reasonably related to the operation of DRH.

8. The parties acknowledge that future changes in the needs for health care services or in the manner in which such services are delivered will occur from time to time. For example, regulatory and other planning agencies may require such changes. Any such changes may prevent DRHUHC from providing particular services at DRH or may require modifications of such services. It is the intention of the parties that DRHUHC, in its operation of DRH under this Sublease Agreement or otherwise, retain the maximum flexibility to make all adjustments in the provision of services as may be deemed necessary or desirable in the judgment of DRHUHC and/or its OBD, provided that at all times DRH shall be operated in a manner consistent with the purposes of DRH, as described in Section 2.b.1. above, and provided that the specialty services described in Section 2.b.2. shall continue to be provided, only as long as adequate funding is received for such services and as long as the provision of such services is permitted by law and such services are within the future capacity of the facility to provide.

c. It is the expectation of the parties that the DRH Assets shall be exempt from real or personal property taxes under applicable law. In the event such taxes are imposed as a result of this Sublease Agreement the payment of such taxes shall be the responsibility of City. Notwithstanding the foregoing, in the event such taxes are validly imposed on the premises as a result of the further subleasing or licensing of any portion of DRH by DRHUHC, such taxes shall be the responsibility of DRHUHC and/or its sublessee or licensee.

d. City, consistent with the purposes of DRH, shall use its best efforts to cause all patients (i) who are located within the patient service area of DRH (ii) initially treated by the emergency medical service system ("EMS") established for residents of City and (iii) for whom DRH is capable of providing treatment consistent with its state emergency service category designation, to be brought to DRH for treatment, except to the extent any patient specifically requests treatment at a different facility or the transfer of such patient to DRH is inconsistent with sound medical judgment.

e. Anything to the contrary in the Sublease Agreement notwithstanding, it is not intended that any of the restrictions or limitations on the ability of DRHUHC to operate the DRH Assets be construed to cover, in whole or in part, its operation of the Institute being transferred to DRHUHC on the date hereof.

8. Utilities and Related Services

a. City hereby agrees to provide electricity, water, sewage, refuse collection and such other utilities and services contemplated by the certificate of need and other construction documents related to the construction of DRH to be provided by City as long as City is in the business of providing such utilities and services, either for its own use or for use by others. Such utilities and services shall be provided at rates competitive with those charged by City in the case of other comparable facilities which are supplied such utilities and services by City.

b. City hereby acknowledges and agrees not to levy any fee or other charge for any external services provided by City to or for the benefit of the DRH Assets, including but not limited to, police and fire services. City hereby agrees to provide such services in a manner consistent with the provision of such services to and for the benefit of, other citizens of and institutions owned by or located in City. Notwithstanding the foregoing, in the event City commences charging a fee or other charge for such services in the future having general application to comparable facilities, City shall have the right to impose such charge provided that it is at a rate competitive with that charged to other comparable facilities.

c. It is hereby acknowledged and agreed that the covenants and agreements of City in this Section 8 shall survive in the event DRHUHC shall acquire fee simple title to the DRH Assets pursuant to Section 3 hereof.

9. Default by DRHUHC

a. DRHUHC shall not be in default in payment of rent until the expiration of fifteen days after notice is given DRHUHC by City specifying the amount of the unpaid rent. Nonpayment of rent shall be the basis of a forfeiture of this Sublease Agreement.

b. DRHUHC shall not be in default in the performance of any of the terms or provisions of this Sublease Agreement, other than in the payment of rent, unless City shall give to DRHUHC notice in writing of such default specifying the nature thereof, and unless DRHUHC shall fail to cure such default within ninety days after the date of receipt of such notice, or in case the default is of such character as to require more than ninety days to cure, if DRHUHC shall fail to use reasonable diligence in curing such default. In the event of a default, after such notice and reasonable opportunity to cure, City shall have all remedies given to it by law, except as otherwise provided in Section 9.d. below and, in addition, may cure such default for the account of and at the cost and expense of DRHUHC and the sum so expended by City (together with interest thereon, from the date of such expenditure, at the prime interest rate charged by the largest Detroit bank to its best commercial borrowers), shall be deemed to be additional rent, and shall be paid by DRHUHC on the day when rent shall next become due and payable.

c. If DRHUHC shall be in default in the payment of rent and if City shall commence an action in any court of competent jurisdiction based thereon, City shall have the right to recover only for rentals accruing prior to the date of the judgment. In the event of any dispute or disagreement between City and DRHUHC under the terms of this Sublease Agreement, DRHUHC shall have the right to make payments under protest without waiving its rights or claims hereunder.

d. It is the express intent of the parties, that to the fullest extent permitted by law, DRHUHC be given ample time and opportunity even beyond the ninety day period described in Section 9.b. above, to remedy any nonperformance of any obligation hereunder and that any disputes with respect to the performance or nonperformance of the obligations of DRHUHC be resolved amicably between the parties, without resort to court action and without resort to any action by City or Authority to seek to terminate this Sublease Agreement and to dispossess DRHUHC's right to peacefully enjoy full possession of the DRH Assets, as described elsewhere herein.

e. The City or Authority shall not be responsible for the debts of

DRHUHC and this Sublease Agreement shall not constitute or create a general obligation of the City or Authority or its subsidiaries to pay such debts.

10. Eminent Domain

a. If the whole or any part of the land, buildings or improvements constituting the DRH Assets (as they may be altered from time to time) shall be taken for permanent use by any public authority or utility under the power of eminent domain, then the rent shall be paid up to that day upon which the above-mentioned event shall have occurred, and from that day, DRHUHC shall have the right either to cancel this Sublease Agreement and declare the same null and void by a notice in writing delivered to City by DRHUHC on or before sixty days after the date of such taking, or to continue in possession of the remainder of the premises under the terms herein provided, except that the term of this Sublease Agreement shall cease on the part so taken from the day possession of that part is taken, and the rent shall thereafter be reduced in proportion to the amount of the premises taken. Any award for damage as compensation for the diminution in value to the leasehold and to the fee of the premises herein leased and any award for loss of business, depreciation of merchandise and fixtures, fixture and equipment damage, removal and reinstallation costs shall be allocated and distributed as follows:

1. In the event DRHUHC shall continue in possession of the remainder of the premises, the proceeds of such award shall be used to restore DRH to a good tenable condition. To the extent any proceeds are remaining after DRH is restored, such proceeds shall be retained by DRHUHC to be used for such purposes as may be in furtherance of the purposes of DRH, as described in Section 2.b. above.

2. In the event DRHUHC terminates this Sublease Agreement, the proceeds of such award shall be distributed as provided in Section 12.a.2. below, with respect to proceeds of insurance policies received as a result of a casualty loss.

b. If the temporary use of the whole or any part of the real property constituting the DRH Assets shall be taken at any time during the term of this Sublease

Agreement for any public or quasi-public purpose by any lawful power or authority, or by agreement between DRHUHC, City, Authority and those authorized to exercise such right, DRHUHC shall have the right to cancel this Sublease Agreement and declare the same null and void by a notice in writing delivered to City by DRHUHC on or before sixty days after the date such temporary use is to commence, or to continue in possession of the remainder of the premises under the terms herein provided, except that the rent shall be reduced during such period in proportion to the amount of the premises taken. Any award or payment for such use shall be allocated and distributed in the manner provided in Section 10.a. above with respect to the allocation and distribution of any award with respect to the permanent taking of the premises.

11. Default by City

a. If City fails to pay any installment of interest, principal, costs or other charges it is required to pay under the Contract of Lease, when any of the same become due, or in any other respect fails to perform any of its covenants and agreements contained in the Contract of Lease or in this Sublease Agreement, then, and in any such event or events, DRHUHC, after continuance of any such failure or default for ten days after notice in writing thereof is given by DRHUHC to City, may (but this shall not be deemed to impose an obligation upon DRHUHC so to do), pay the interest, principal, costs and other charges and/or cure such defaults, all on behalf of and at the expense of the City, and do all necessary work and make all necessary payments in connection therewith, including but not limiting the same to the payment of any fees, costs and charges of or in connection with any legal action which may have been brought, and City shall pay DRHUHC forthwith the amount so paid by DRHUHC, including costs and attorneys' fees, together with interest thereon at the prime interest rate charged by the largest Detroit bank to its best commercial borrowers, and DRHUHC may withhold any and all rental payments and other payments thereafter becoming due to City pursuant to the provisions of this Sublease Agreement, and may apply the same to the payment of such indebtedness of City pursuant to the provisions of this Sublease Agreement, until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude DRHUHC from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue.

b. In the event City shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if any proceedings are filed by or against City seeking bankruptcy, reorganization or rehabilitation under any present or future state or federal bankruptcy or insolvency law, or if a receiver or trustee of the property of City shall be appointed by reason of City's insolvency or inability to pay its debts or otherwise, then and in any of such events, DRHUHC may, at its option, terminate this Sublease Agreement.

12. Fire and Rebuilding

a. In the event the DRH Assets or any permanent additions or leasehold improvements to DRH shall be damaged or destroyed or rendered untenable in whole or in part, by or as the result of consequence of fire or other casualty, during the term of this Sublease Agreement, DRHUHC shall have the following options:

1. DRHUHC shall repair and restore DRH to a good tenantable condition with reasonable dispatch, in which event the rent herein provided for shall continue for the term of any business interruption insurance, after which the rent shall abate entirely in case the entire premises are untenable or if DMCC determines it cannot economically conduct business from the undamaged portion of the demised premises, and pro rata if only a portion is untenable and DRHUHC is conducting its business from the undamaged portion of the demised premises, until the same shall be restored to a tenantable condition. In such event, all funds received by DRHUHC, City and Authority from any insurance policies as a result of such casualty shall, to the extent available, be used for such purpose.

2. DRHUHC may terminate this Sublease Agreement by written notice to City, within ninety days following the date of the casualty, in which event any funds received by DRHUHC, City and Authority from any insurance policies as a result of such casualty which are allocable to the DRH Assets shall be used, to the extent such funds are available, to pay an amount equal to the sum of (i) such amount as may be necessary to provide for the payment in full and retirement, either before or at maturity, of the amount of the outstanding Bonds, plus (ii) an amount equal to \$7,000,000.00, less

(iii) the sum of all rent paid under this Sublease Agreement prior to the date of the casualty. In determining the amount necessary to provide for the payment in full and retirement of the Bonds, the provisions of Section 3.a. above shall be utilized, to the extent applicable. Any funds remaining after provision for the payment of the Bonds and other obligations described above, shall be and remain the property of DRHUHC.

b. To the fullest extent permitted by law, Authority, City and DRHUHC hereby release each other from any and all liability or responsibility to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of any or all of the parties, or anyone for whom such party may be responsible, provided, however, that such release of Authority and City by DRHUHC shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the insurance policies of DRHUHC shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

DRHUHC agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, DRHUHC shall advise the other parties thereof and of the amount of the extra cost, and the other parties, at their election, may pay the same, but shall not be obligated to do so, provided, however, that if the other parties do not pay such cost, DRHUHC shall not be obligated to include in its policies such clause or endorsement.

13. Miscellaneous

a. Any notice, payment, request, instruction or other document or instrument to be given hereunder shall be deemed given and received when in writing and delivered personally, or two days after being sent by certified or registered mail, postage prepaid, to the addresses set forth below:

If to the City:

City of Detroit  
City-County Building  
Detroit, Michigan 48226  
Attn: Mayor

with copies to:

Finance Department  
Law Department  
City of Detroit  
City-County Building  
Detroit, Michigan 48226  
Attn: Directors

If to the Authority:

City of Detroit Building  
Authority  
2905 Cadillac Tower Building  
65 Cadillac Square  
Detroit, Michigan 48226  
Attn: General Manager

with a copy to:

David B. Lewis  
Lewis, White, Clay & Graves, P.C.  
409 Griswold Street, 8th Floor  
Detroit, Michigan 48226

If To DRHUHC:

Detroit Receiving Hospital and  
University Health Center  
4201 St. Antoine  
Detroit, Michigan 48201  
Attn: President and Chief  
Executive Officer

with a copy to:

Alan E. Schwartz  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226

Any party may change the address to which notices are sent to it by giving written notice of any such change in the manner provided herein for giving notice.

b. This Sublease Agreement contains the entire agreement by and among the parties hereto with respect to the matters contemplated herein, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein. Further, this Sublease Agreement supercedes all prior negotiations and oral understandings and resolutions and any and all "conceptual frameworks" of an agreement. This Sublease Agreement may not be modified, altered, terminated or discharged in any manner except by an instrument in writing signed on or subsequent to the date hereof by representatives of the parties hereto, authorized in the manner set forth herein.

c. No waiver of any breach of any representation, warranty, covenant or agreement herein shall constitute a waiver of any preceding or succeeding breach of the same or any other representation, warranty, covenant, or agreement. No extension of the time for performance of any obligation or other act shall be deemed to be an extension of the time for the performance of any other obligation or any other act.

d. This agreement shall be governed by and construed in accordance with, the laws of the State of Michigan applied to contracts executed and performed wholly within such state.

e. This Sublease Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

f. The section headings contained in this Sublease Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Sublease Agreement.

g. Except as otherwise specifically provided herein, the parties shall have all of the rights and remedies afforded to them under law, in addition to the rights and remedies specifically set forth herein. All rights herein are cumulative and the exercise by a party of rights under this Sublease Agreement shall not be waiver of the exercise of additional rights.

h. Whenever the singular number is used herein, the same shall include the plural. If any language is stricken or deleted from this Sublease Agreement, such language shall be deemed never to have appeared herein and no other connotation shall be drawn therefrom.

i. If any term, covenant, condition or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease Agreement, or the application of such term, covenant, condition or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Sublease Agreement shall be valid and enforceable to the fullest extent permitted by law.

j. Anything in this Sublease Agreement to the contrary notwithstanding, each of the parties shall have the duty and obligation to mitigate in every reasonable

manner, any and all damages that may or shall be caused or suffered by virtue of any of the other parties' defaults under or violation of any of the terms and provisions of this Sublease Agreement.

k. The parties to this Sublease Agreement do not intend to confer any benefits hereunder on any person or other legal entity other than the parties and no third party beneficiary rights are intended to be created, under MCL. 600.1405 or otherwise. Neither shall any title insurance carrier or any other insurer be entitled to be subrogated to any claim that any party to this Sublease Agreement may have against any other party by virtue of this Sublease Agreement.

In witness whereof, the undersigned have executed this Sublease Agreement on the date first above written.

Witness

[Signature]

City of Detroit

By [Signature]  
Its Mayor

Law Department

Approved as to form and execution

[Signature]

[Signature]  
Deputy Corporation Counsel

City of Detroit Building Authority

[Signature]

By [Signature]  
Its Chairman

and

[Signature]

By [Signature]  
Its Secretary

Public  
Public

Sublease Agreement  
Dated: 21<sup>st</sup> day of June, 1980  
By and Among City of Detroit,  
City of Detroit Building Authority  
and Detroit Medical Center Corporation  
(continuation of Signature Page)

Detroit Receiving Hospital and University  
Health Center, a Michigan nonprofit  
corporation

Nancy P. Vaselich

By W. A. Himmelsbach, Jr.  
W. A. Himmelsbach, Jr.,  
President and Chief Executive  
Officer

EXHIBIT A TO SUBLEASE  
AGREEMENT

Plant Assets to be delivered to Detroit Receiving Hospital facility pursuant to Equipment Move Form list prepared by City of Detroit personnel, a copy of which is on file at the offices of Detroit Receiving Hospital and University Health Center, office of the Vice President-Finance.

EXHIBIT B  
To Sublease Agreement

A part of Lot 16 of Medical Center Urban Renewal Plat No. 2, part of Park Lots 25 to 30 and part of P.C.'s 1, 2 and 5, City of Detroit, Wayne County, Michigan, as recorded in Liber 90, Pages 89, 90 and 91 Wayne County Records; Together with that portion of the Northerly one-half of vacated Willis Avenue (50 feet wide), lying Southerly of and adjacent to Lots 12 through 15, both inclusive, and the Westerly one-half of the vacated public alley lying Easterly of and adjacent thereto of block 20 of Van Dyke Subdivision of part of the Antoine Beaubien Farm North of Grove Street recorded in Liber 1, Page 294 of Plats, Wayne County Records; All being more particularly described as follows: Commencing at the intersection of the Westerly line of Beaubien-St. Antoine Avenue (120 feet wide) with the Southerly line of Canfield Avenue (60 feet wide); Thence South 26 degrees 09 minutes 00 seconds East, along the said Westerly line of Beaubien-St. Antoine Avenue, a distance of 338.00 feet to the point of beginning; Thence South 26 degrees 09 minutes 00 seconds East, continuing along the said Westerly line, a distance of 342.43 feet to a point of curve Thence on a curve to the right, having a radius of 400 feet, an arc distance of 184.92 feet, a central angle of 26 degrees 29 minutes 17 seconds and chord which bears South 12 degrees 52 minutes 33 seconds East, a distance of 183.28 feet; Thence South 63 degrees 41 minutes 30 seconds West, along the Southerly line of Lot 16 of the said Medical Center Urban Renewal Plat No. 2, a distance of 428.11 feet; Thence North 26 degrees 09 minutes 00 seconds West, a distance of 544.02 feet; Thence North 63 degrees 53 minutes 50 seconds East, a distance of 300.00 feet; Thence South 26 degrees 09 minutes 00 seconds East, a distance of 21.64 feet to the Northerly line of a 50 foot wide easement for public utilities as recorded on the Medical Center Urban Renewal Plat No. 2 (Liber 90, Pages 89, 90 and 91); Thence North 63 degrees 53 minutes 50 seconds East, along the said Northerly line of easement, a distance of 170.19 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and subject to all easements of record and together with all right, title and interest in and to any and all building and improvements in, on, under or through the land described on the following page to this Exhibit.

EXHIBIT C TO SUBLEASE  
AGREEMENT

Furnishings described in Detroit General Hospital and Outpatient Clinic Building Project Manual, Book 3, prepared by Kessler and Associates, Inc., Ziedler Partnership, Inc. and Giffels Associates, Inc., associated architects, engineers and planners, as supplemented by a list of equipment and other property purchased from American Health Facilities, as described on pages 38-EA001-ACM, et. seq. dated April 8, 1978, as further supplemented by attached lists of equipment.

ADDITIONAL EQUIPMENT

2	Bruns Plaster Shears, 9-1/2"
2	Esmarch Plaster Shears, 9-1/2"
1	SMR G-2 Maxi-Chair w/remote control footswitch, oversized arms
2	Stryker cast spreader
3	MA-II Ventilators with Oxygen Analyzer
2	Bourns, Inc. Model Bear I Ventilators
4	Bennett #3700 MA-1 Ventilators with Cascade I
8	Complete sets of tubing circuitry
2	Bennett #1200 Model PR-2
8	Digitron 200 sling Scales
30	Nylon slings
1	Infra Red Lamp
6	Blood Warmers with Audible Alarm
10	Mechanical Spirometer
10	Anesthesia Machine Permanent
1	Rotary Pasteurmatic System
1	Model 465 Sterile Drier
40	31" Offset Double Clamp Bar
40	48" Swivel Clamp Bar
80	18" I.V. Post w/Clamp
80	13" I.V. Post w/Clamp
12	36" Plain Bar
40	Cross Clamp
8	Traction Bar End Guard
2	Mobile Traction Unit
40	85" Plain Bar
10	Trapeze
4	Percussors
1	D-Line Lidding Machine
1	Ionized Calcium Analyzer Nova-2
1	Sodium Potassium Analyzer Nova-1
3	Peripheral Nerve Stimulator
1	Transducer
1	Label Machine, Model #564

1	Helix A-116725 Cart Dumper Power Unit
12	Helix 175 Gallon container with 1" drain
2	Data Terminal Systems Cash Registers
2	Aimex Patient Weighing System
2	Large Wheel Weighing Cups WM-104WL
2	Caster Bases for Transducers WM-104CB
600	Vegetable Dishbaskets
900	Entree Baskets
20	Aluminum Cart
28	Shelving
4	Shelleyglas Mobile Rack Cart
60doz	Cantbays Tray
60doz	Cantbays Tray
1000	Dome Covers
20,000	Entree Plates
1	Gravity Feed Flow Rack
1	MA-II Volume Ventilators with O <sub>2</sub> Monitor
3	Bird Ventilators Mark 7
3	Bird Ventilators Mark 7A
3	Wright Respirometers
6	Critikon Ozygen Analyzers-Oxychek O <sub>2</sub> Monitoring
6	Digital Monitor Part #951-00
6	Retractable Cable Part #951-01-12'
6	Moisture Cartridge
6	T Adapter
6	Mounting Bracket
5	MAC-I Electrocardiograph Transmitting Cart
3	Remote Writer-Printer, Series 5600
1	Remote CRT Editing Terminal (Option 29)
10	Pleural Evacuation Pump, Emerson Model 5503 JS
2	AOT-S Light Proof Receiving Magazines
2	AIT-S Light Proof Film Loading Magazines
1	I.V. Bracket and Pole for Spectrum Meuro Table. Top

EXHIBIT C TO SUBLEASE AGREEMENT

MONITOR EQUIPMENT

- 1 Emergency and Observation Care Unit  
per Quotation #437Q31385BY (Attached)
- 1 Anesthesia - Surgery, Recovery Unit  
per Quotation #436Q31386BY (Attached)
- 1 General Patient Equipment - Resuscitation Equipment  
per Quotation #438Q31387BY (Attached)
- 1 Burn Intensive Care Unit  
per Quotation #435Q31388BY (Attached)
- 1 Surgical Intensive Care Unit #1  
per Quotation #435Q31389BY (Attached)
- 1 Surgical Intensive Care Unit #2  
per Quotation #435Q31390BY (Attached)
- 1 Medical Intensive Care Unit  
per Quotation #435Q31392BY (Attached)
- 1 Cardiac Intensive Care Unit  
per Quotation #431Q31393BY (Attached)
- 1 Cardiac Progressive Care Unit  
per Quotation #43Q31391BY (Attached)
- 6 Life Pak 5 with 9' cord and Adult External Paddles
- 6 Life Pak 6 with 5 Lead Patient Cable
- 6 Accessory Bag
- 2 Internal Paddle Handles and Connector
- 2 Internal 3.8 cm Paddles
- 5 Emergency Cart-
- 18 Rack Mount Kits
- 5 Acrylic Cover
- 24 Hardward for Combining & Supporting Instrument
- 2 Special Height Fabrication 18-1/8"
- 1 Special Height Fabrication 11-1/8"
- 2 Special Height Fabrication (Opt. 401)
- 2 #78342 A Monitor, ECGL Pressure
- 2 Option #005 Pressure
- 2 #78333 A ECG Monitor (ECG/Pulse/Heart Rate)
- 1 #14014-60200 - 130 Feet of Cable
- 1 #14144A - Option 031
- 20 #62413A-00010 Fans