

**CONTRACT BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL
AND
STOUT RISIUS ROSS, INC.**

The Michigan Department of Attorney General (“Department”) and Stout Risius Ross, Inc. (“Contractor” or “SRR”), agree that Contractor's designated employee(s) will provide expert services, and other related matters as assigned by the Attorney General or his designee under the terms and conditions set forth below in this Contract (“Contract” or “SRR Contract”), to assist the Department in its review of the sale of Garden City Hospital to Prime Healthcare Services, Inc.

The terms of the Transaction specifically make the Department’s review and approval a condition of the Transaction.

The primary purpose of this Contract is to facilitate the Department in completing a thorough but expeditious review of the respective definitive agreements and other matters related to the Transaction.

It is anticipated that this Contract will facilitate the Department’s review in a manner that:

- Reasonably limits the costs and expenses of the Expert’s services under this Contract;
- Minimizes disruption and inconvenience to hospital personnel;
- Avoids unnecessary delay in completing the Department’s review.

1. Issuing Office

This Contract is issued by the Department, which is the only State office authorized to change the terms and conditions of this Contract.

2. Description of Services

Contractor shall perform the services set forth in Exhibit A, Statement of Expert Services, and as reasonably requested by the Department (collectively, the “Expert Services”). In particular, Contractor shall assist the Department in reviewing the terms of the Transaction. Exhibit A, Statement of Expert Services, is incorporated in this Contract and summarizes the scope of the anticipated services by Contractor.

Services will be provided by the following Contractor employees or other qualified employees of the Contractor:

Professional, non-clerical services eligible for compensation will be provided by the following persons, unless otherwise authorized by Department:

Jay B. Wachowicz Managing Director

Jeffrey S. Phillips Managing Director

In addition, the managing directors involved in this engagement will be supported by various staff (including analysts, associates, vice-presidents, senior vice presidents and directors) as directed by the Contractor.

3. Term of Contract

This Contract covers services rendered from the date of the Contract until the time that the Contractor delivers its final Opinions (as defined below) or the Contract is terminated.

4. Compensation for Services Provided

- A. Contractor will be compensated *exclusively* by Buyer for delivery of SRR's written report and opinion for the Transaction (the "Opinion"). Department's contract with Buyer shall require Buyer to pay Contractor a retainer in the amount of \$37,500 to cover professional fees and out-of-pocket expenses of Contractor for all Expert Services related to the Transaction prior to the delivery of the Opinion. The retainer is not a substitute for Buyer's timely payment of fees and out of pocket expenses. The retainer shall be paid to Contractor before Contractor is obligated to perform any work in respect of the review. At the completion or earlier termination of the work for the review, without further authorization from Department, SRR may apply the retainer to any unpaid fees, out of pocket expenses and other charges due SRR in accordance with this Agreement, and any amount of the retainer that is not required to pay SRR's fees, out of pocket expenses, or other charges in accordance with this Agreement will be refunded to Buyer at such time. Department acknowledges that: (i) the retainer will not be held in a separate account and may be deposited into SRR's general operating accounts and (ii) Buyer is not entitled to any interest on the retainer. Contractor's professional fees for all services described in this Agreement and Exhibit A hereto shall be a fixed fee of \$75,000 (the "Opinion Fee"). The cost of overhead, including secretarial and clerical employees utilized by Contractor, is part of Contractor's Opinion Fee and such services will not be separately billed to the Department for payment by Buyer. The Opinion Fee shall further include compensation for necessary travel time expended in the performance of the services covered by this Agreement. Contractor's Expert Services will be provided in accordance with this Agreement and Exhibit A attached hereto.
- B. Contractor also shall be reimbursed for the out-of-pocket expenses described in Section 5. Contractor must provide receipts for all out-of-pocket expenses for which reimbursement is requested.

Contractor will not be compensated for travel time expended in the performance of the services covered by this Contract.

The cost of secretarial and clerical employees utilized by Contractor is part of Contractor's agreed upon fee and such services will not be separately billed to the Department. No other additional charges shall be allowed except by prior written permission from the Department, which shall not be unreasonably withheld.

5. Travel Expenses

Contractor will be reimbursed by Buyer for reasonable and necessary meals, lodging, telephone and travel expenses.

Contractor must provide receipts to Buyer for all permissible reimbursement requests.

6. Billings and Payment

The Department shall enter into a written agreement ("Payment Agreement") with Buyer for providing payment to Contractor for services and expenses. Under the Payment Agreement, once Contractor's billing statements have been reviewed and approved by the Department, the Department will send a summary invoice to Buyer, and Buyer shall pay all invoices within 14 days after receipt. Contractor acknowledges and agrees that the Department shall have no obligation to Contractor for payments for services or expenses. All disputes regarding compensation must be resolved directly with Buyer.

Contractor shall have no obligation to provide services until it has reviewed and approved terms of the Payment Agreement between the Department and Buyer and received an initial retainer payment of \$37,500 from Buyer. Upon written notice to Buyer and the Department, Contractor may stop providing services under this Agreement, if any payment payable to Contractor pursuant to the Payment Agreement is not received within five business days after its due date under the Payment Agreement; provided that Contractor shall recommence its services under this Agreement immediately upon receipt of all payments then due and payable.

Contractor will invoice the Department the balance of the Opinion Fee upon issuance of SRR's written report and the Opinion. Expenses shall be specifically and individually identified at the end of the invoice, together with attached receipts and a total cumulative statement. Additional information shall be provided upon request by the Department. Contractor also shall transmit to the Department a summary invoice containing only the Opinion Fee, expenses incurred pursuant to this Agreement, and instructions for payment. The Department will send such summary invoice to Buyer, and Buyer shall pay such invoice within 14 days after receipt.

If the Transaction is terminated and/or Contractor's work is stopped by the Department, for any reason other than Contractor's material breach of its obligations under this Agreement, prior to the issuance of Contractor's written report and Opinion, then Contractor's total fee for all services furnished shall be \$50,000 plus out-of-pocket expenses incurred to date. The Department shall promptly (and in no event more than 7 days from receipt) review Contractor's billing statement and, upon approval, shall transmit a request to Buyer for payment.

All invoices and summary invoices and all supporting documents, together with all of Contractor's work papers relating to this Agreement and its services hereunder shall be maintained by the Contractor for three (3) years after the termination or expiration of the Agreement for audit purposes.

Contractor shall make available to Buyer, on request, copies of itemized billing statements, receipts and any additional information after the Department concludes its review and has issued its report.

7. Notices

All communications, notices, and invoices concerning this Contract must be addressed to:

For the Department: William R. Bloomfield, Assistant Attorney General AND
Joseph J. Kylman, Charitable Trust Auditor
Department of Attorney General
Corporate Oversight Division - Charitable Trusts
Williams Bldg.
525 W. Ottawa – 6th Floor
Lansing, MI 48933
517-335-0855
517-335-1935 (fax)
BloomfieldW@michigan.gov
KylmanJ@michigan.gov

For the Contractor: Jay B. Wachowicz, Managing Director
Stout Risius Ross, Inc.
4000 Town Center, 20th Floor
Southfield, MI 48075
248-432-1288
248-208-8822 (fax)
jwachowicz@srr.com

8. Time of the Essence

Contractor understands that the Department anticipates completing its review and issuing a report on the Transaction by July 31, 2014.

Contractor agrees to use best efforts to provide all requested services, including but not limited to the preparation of written material, public appearances, meetings with the Department staff, etc., as expeditiously as possible and to conclude its services involving acquisition and review of information from Buyer, Seller, and other third parties and preparation of the report described on Exhibit A hereto, by April 31, 2014. Contractor's written report shall be submitted to the Department within 45 days of execution of this Contract.

9. Termination

Contractor may terminate this contract for good cause shown upon 30 days written notice to the Department, Seller, and Buyer; for these purposes, “good cause” is defined as only a material breach by the Department of its obligations under this Contract, or a material breach by Buyer of its obligations under the Payment Agreement, which, in either case, is not cured within the thirty-day notice period.

Contractor acknowledges that the Department may at any time request Contractor to discontinue work in progress, and may do so without consequence to the Department or Buyer. The Department shall review and approve for payment, in accordance with this Contract, compensation for services already performed and reimbursement of expenses already incurred.

10. Property and Publication Rights

All property rights, including publication rights of interim, draft, and final reports, documents and machine-readable media produced by Contractor in connection with the work under this Contract, shall vest in the State. Contractor shall not publish, whether verbally or in writing, any of the results of the work, nor shall it disclose in any other manner any information it has received from the Department, Buyer, Seller that has not previously been made publicly available, without the written permission of the Department. The Department may publish the Opinion only in its entirety and shall not publish any summary or excerpt of the Opinion without the written permission of the Contractor. Notwithstanding the foregoing, following the delivery of the Opinion and termination of this Contract, SRR shall have the right, at its own expense, to place advertisements in financial and other newspapers and journals and to utilize within any marketing materials produced by SRR information describing its services to the Department hereunder and, in that regard, shall have the right to include the name and corporate logo of Buyer and Seller as well as the name and seal of the Department.

11. Disclosure of Information

Contractor further acknowledges that all services it provides and all writings, notes, and other communications it produces are specifically authorized under this Contract in anticipation of litigation under the Supervision of Trustees for Charitable Purposes Act, MCL 14.251 *et seq.*, and other applicable Michigan law. Contractor agrees that its reports and conclusions are confidential information of the State and that it will not disclose these conclusions, in whole or in part, to any unauthorized person without the prior written consent of the Department, except to the extent necessary to comply with applicable laws, rules or regulations.

As a material precondition to the obligations of Buyer and the Department under this Agreement and the Payment Agreement, Contractor shall execute the Confidentiality and Non-Duplication Agreement in the form attached hereto as Exhibit B.

12. Non-Discrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or

privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of the Contract. In connection with the performance of services under this Contract, the Contractor agrees to comply with the Federal Civil Rights Act of 1964, 42 USC §2000d.

13. Unfair Labor Practices

The State shall not award a contract or subcontract to any employer or any subcontractor, manufacturer or supplier of the employer, whose name appears in the current register compiled by the Michigan Department of Energy, Labor, and Economic Growth. The State may void this Contract, if after the award of the Contract, the name of the Contractor appears in the register. 1980 PA 278, MCL 423.321 *et seq.*

14. Independent Contractor

The relationship of Contractor to the Department in this Contract is that of an independent contractor. No liability or benefits, such as workers compensation rights or liabilities, insurance rights or liabilities, or any other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise, accrue or be implied to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. Contractor will be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Contract.

Notwithstanding the above, Contractor acknowledges that while compensation will be received from Buyer, not the Department, Contractor's services are provided solely for and on behalf of the Department. Contractor and its employees shall at all times act in the best interest of the Department and shall promptly disclose any material facts that may impair their ability to perform services under this Contract free of actual or apparent conflicts between their business or personal interests and those of the Department.

All communications between Contractor and the Department are subject to applicable privileges, including specifically the attorney work-product privilege.

15. Governing Law and Jurisdiction

This Contract shall be subject to, applied, and interpreted according to the laws of the State of Michigan. No action shall be commenced against the Department or the Attorney General, his designee, agents or employees for any matter whatsoever arising out of the Contract, in any courts other than a court of competent jurisdiction of the State of Michigan.

16. Entire Agreement

This Contract, including Exhibits A and B attached hereto and the Payment Agreement, represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the Contractor and the Department relating to the Department retaining the Contractor's services.

Signatures appear on next page.

17. Authorized Signatures

Contractor agrees that Jay B. Wachowicz is authorized to sign on its behalf.

Dated: _____

SRR

Dated: _____

Bill Schuette, Attorney General, or his Designee

Incorporated Exhibits

Exhibit A – Expert Services

Exhibit B – Seller Confidentiality and Non-Duplication Agreement

EXHIBIT A
to
CONTRACT BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL
AND
STOUT RISIUS ROSS, INC. (“SRR”)

STATEMENT OF EXPERT SERVICES

1. Fairness Opinion – For the Transaction, SRR will provide a fairness opinion—including a written report substantiating its conclusions—that addresses the relationship between the consideration to be received relative to the value of the assets given up in exchange. As part of the fairness opinion, SRR will perform the following:
 - a. an independent Fair Market Value valuation analysis and report of Garden City Hospital assets being acquired by Prime Healthcare Services;
 - b. an examination of the quality and depth of the transaction process that resulted in the proposed transaction;
 - c. an examination of all aspects of the proposed offer to determine the true level of consideration;
 - d. an examination of the amount proceeding to the a local charitable foundation and the fairness of this amount; if there are no proceeds to a local charitable foundation, an examination of the fairness of this result.
2. Other work – Perform other services related to the Department’s review as requested by the Department, including meeting with third parties, attending public forums related to the transaction, discussing and reporting on findings, providing expert testimony, and examining the Buyer’s ability to meet its long-term financial obligations.

**CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT
BETWEEN STOUT RISIUS ROSS, INC. AND
GARDEN CITY HOSPITAL**

This CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT BETWEEN STOUT RISIUS ROSS, INC. AND GARDEN CITY HOSPITAL (the "Agreement") is made effective as of the effective date of the Facilitation Contract (as defined below) (the "Effective Date") by and between Stout Risius Ross, Inc. ("SRR") and Garden City Hospital ("GCH") (each individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, GCH and Prime Healthcare Services – Garden City, L.L.C. ("Prime") are parties to that certain Asset Purchase Agreement, dated as of January 30, 2014 (the "Asset Purchase Agreement"), pursuant to which Prime is purchasing substantially all of the rights and assets of GCH (the "Transaction"); and

WHEREAS, the Michigan Attorney General (the "Department") has engaged SRR to assist the Department in reviewing the Transaction pursuant to a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND STOUT RISIUS ROSS, INC. to which this Agreement is attached thereto as **Exhibit B** (the "Expert Contract"); and

WHEREAS, the Department, SRR, GCH and Prime entered into that certain CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL, STOUT RISIUS ROSS, INC., PRIME HEALTHCARE SERVICES, INC. AND GARDEN CITY HOSPITAL whose primary purpose is to facilitate the Department in completing a thorough but expeditious review of the respective definitive agreements and other matters related to the Transaction, to which this Agreement is attached thereto as **Exhibit B** (the "Facilitation Contract")

WHEREAS, in connection with the services to be performed by SRR, GCH will provide SRR with access to various documents; and

WHEREAS, pursuant to the Facilitation Contract, GCH shall have the right to identify certain documents as Confidential. As to such documents, GCH may provide "view only" access, via a password-protected website, to SRR and the Department, and those entities shall not take possession of such documents, subject to the terms and conditions of the Facilitation Contract.

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants, hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the Parties hereby agree as follows:

1. Confidential Information

- A. All Confidential Information (as defined below) received by SRR from GCH pursuant to the Facilitation Contract or to any other agreement between SRR and the Department shall be subject to the terms and conditions of this Agreement.
- B. The Parties recognize that in performing GCH's obligations under the Facilitation Contract, GCH, directly and/or through one or more GCH subsidiaries and/or affiliates ("GCH Affiliates"), may furnish, disclose, or disseminate to SRR information that is proprietary or commercially sensitive to GCH and/or one or more GCH Affiliates ("Confidential Information"). In addition, SRR will receive, obtain, or otherwise come into possession of, and/or will assemble and compile, or will direct or supervise the assembly and compilation of Confidential Information. All such Confidential Information is and shall be and remain the sole and exclusive property of GCH or each applicable GCH Affiliate. In the event and to the extent of any conflict between the terms of this Agreement and the terms of the Facilitation Contract that expressly pertain to Confidential Information, this Agreement shall supersede and control.
- C. For purposes of this Agreement, Confidential Information is information of or concerning or relating to GCH and/or one or more GCH Affiliates or their respective operations and business that is both:
 - i. not known to the public generally, and
 - ii. would not have been disclosed by GCH to SRR but for GCH's reporting obligations under the Facilitation Contract, regardless of its form or format or the date of its creation or acquisition, and regardless of whether or not obtained with the knowledge and permission of GCH and/or of one or more GCH Affiliates, and regardless of whether or not developed, devised or otherwise created in whole or in part by GCH or SRR; provided, however, that Confidential Information shall not include any information which (i) was available or in possession of SRR on a non-confidential basis prior to the time of disclosure to SRR by GCH; or (ii) is or becomes available to SRR on a non-confidential basis by a third party which is not bound by a confidentiality agreement with GCH or is not otherwise prohibited from transmitting the information to SRR.
- D. Provided that both criteria specified in subsection 1.C above are satisfied, Confidential Information might include, but not necessarily be limited to: (a) names, addresses and telephone numbers of suppliers and contractors and their respective account, contact, requirements, pricing and utilization information and data; (b) special or unique techniques, procedures and practices used for the operation of healthcare facilities and practices and the care and treatment of patients (including, but not limited to (i) methods, means or practices of obtaining or doing business, including its management, operation and planning, (ii) policies for setting fees and reimbursement for services, and other pricing and rate information, (iii) terms of contracts or agreements to which GCH and/or one or more GCH Affiliates is a party, including but not limited to payor participation

agreements, and (iv) financial information, tax returns, and proprietary records, data, and information).

- E. As a condition to GCH providing Confidential Information or granting access to Confidential Information to SRR, SRR agrees to treat any and all such Confidential Information from or about GCH as confidential and proprietary to GCH. Except as expressly provided in this Agreement or as required by law, SRR shall keep confidential and shall not disclose Confidential Information to any person or entity other than the Department in accordance with the contract between the Department and SRR.
- F. It is the intent and agreement of the Parties that no GCH Confidential Information shall be provided to the Department by SRR. SRR shall not, under any circumstances or at any time, directly or indirectly, for any reason or purpose whatsoever: (i) reveal, divulge, publish, disclose or otherwise make known to any person or entity other than GCH or GCH's authorized personnel any Confidential Information; (ii) make use of any Confidential Information for any purpose; (iii) except as permitted by clause (ii) above, make use of any Confidential Information in violation of any restrictions imposed by, or in any manner inconsistent with the ownership or rights of, GCH and/or the applicable GCH Affiliate; or (iv) copy all or part of any documents, books, or records containing Confidential Information, other than as necessary in the performance of their respective obligations under the Expert Contract or the Facilitation Contract or with the express permission of GCH.
- G. Upon termination of the Expert Contract and the Facilitation Contract, SRR shall promptly deliver to GCH all of its respective Confidential Information it obtained during the performance of its obligations hereunder, and all files, compilations, documents, books, records, electronic media and other materials containing Confidential Information, which are then in SRR's custody, control, or possession, and shall retain no copies whatsoever. The foregoing obligation to return Confidential Information shall not extend to Confidential Information that is contained in any computer files or documents that have been created as a result of automatic archiving and backup procedures. Any such Confidential Information shall otherwise remain subject to the terms of this Agreement.
- H. Notwithstanding the foregoing, (i) Confidential Information may be disclosed to the extent, upon the advice of its counsel, that SRR is compelled or required by applicable law to disclose such Confidential Information, provided that SRR shall first notify GCH in writing to advise GCH of SRR's proposed disclosure and permit GCH to seek a protective order regarding such Confidential Information; (ii) Confidential Information may be disclosed in any litigation or other legal proceeding between GCH and SRR; and (iii) SRR may disclose the Confidential Information to its consultants, attorneys, employees, agents and contractors as may be reasonably necessary to enable SRR to perform its obligations under this Agreement, the Expert Contract or the Facilitation Contract.

- I. SRR agrees not to acquire or attempt to acquire possession of, nor to duplicate Confidential Information, whether marked "Confidential" or otherwise by GCH and whether made available electronically on a limited-access basis through a website of GCH or any of its legal counsel or in hard copy for inspection only. SRR will not attempt to download, "screen print" or otherwise reproduce, or otherwise attempt to acquire possession of, Confidential Information. The foregoing limitation shall not extend to Confidential Information that is contained in any computer files or documents that have been created as a result of automatic archiving and backup procedures. Information previously produced to the Department by GCH under an agreement that such information would be kept confidential shall be deemed Confidential Information for purposes of this Agreement without necessity of any other action on the part of GCH.
- J. SRR expressly acknowledges and agrees that any breach of the provisions of this Section will cause irreparable injury to GCH and/or one or more GCH Affiliates and that actual damages may be difficult to ascertain, and in any event, will or may be inadequate. Accordingly (and without limiting the availability of legal or equitable (including injunctive) remedies under any other provisions of this Agreement), SRR agrees that in the event of any such breach or threat thereof, GCH and/or any GCH Affiliate shall be entitled, as a matter of course, without necessity of bond, and immediately upon presentation to the court of an executed copy of this Agreement, to an injunction, restraining order, writ of mandamus or other equitable relief from any court of competent jurisdiction, enforcing and restraining any violation or threatened violation of any of provisions of this Section by SRR and all such other persons as the court shall order, and SRR hereby expressly and irrevocably consents to the entry of orders and/or writs granting GCH and/or any GCH Affiliate such relief. The rights and remedies provided for herein are cumulative and will be in addition to rights and remedies otherwise available to GCH and/or any GCH Affiliate provided elsewhere in this Agreement and under any other agreement or applicable law. The injunctive relief provisions of this Section supersede and govern over any conflicting provision of this Agreement.
- K. If, after completion of its engagement by the Department, SRR is required by applicable law, rule, regulation, or code of professional ethics or standards (*e.g.* USPAP), to have access to any Confidential Information made available to it pursuant to the Facilitation Contract, then the Department and GCH shall make such Confidential Information available to SRR electronically on a limited-access basis through a website of GCH or any of its respective legal counsel, provided that the provisions of Section 1 of this Agreement shall continue to apply to such Confidential Information and provided further that SRR shall notify the Department and GCH when SRR no longer requires such access and upon receipt of such notice, the Department, and GCH shall terminate SRR's access to the Confidential Information.

2. Notice

All written notices to the Parties required under this Agreement must be addressed to:

SRR:
Stout Risius Ross
4000 Town Center, 20th Floor
Southfield, MI 48075
Fax No. 248-208-8822
Attention: Jay B. Wachowicz, CFA

GCH:
Garden City Hospital
6245 Inkster Road
Garden City, MI 48135
734-421-3342 (fax)
Attention: Gary R. Ley

or to such other address, and to the attention of such other person or officer as any Party may designate by giving at least thirty (30) days' notice to the other Parties.

3. Severability

If any provision of this Agreement is held or determined to be illegal, invalid, or unenforceable and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby; (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised part of this contract; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the severance of the illegal, invalid, or unenforceable provision; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

4. Amendment

This Agreement can be amended only by a writing executed by each of the Parties.

5. Waiver

Any waiver by any Party of any breach by another Party shall not be deemed to be waiver against a different Party or waiver of any subsequent or continuing breach.

6. Execution

This Agreement may be executed in any number of counterparts, all of which taken together constitute one contract, and any of the Parties may execute this contract by signing any one counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement

for all purposes. Signatures of the Parties transmitted by facsimile and PDF shall be deemed to be their original signatures for any purposes whatsoever.

7. Governing Law and Jurisdiction

This Agreement shall be subject to, applied, and interpreted according to the laws of the State of Michigan. No action shall be commenced against the Department of Attorney General or the Attorney General, his designee, agents or employees, or against any Party to this Agreement, in any courts other than a court of competent jurisdiction in the State of Michigan. In addition to each Party consenting to the jurisdiction of any court in the State of Michigan, each Party waives any objection to venue laid therein and any defense or inconvenient forum regarding the maintenance of any action or proceeding so brought.

8. Entire Agreement

This Agreement, together with the Facilitation Contract, represents the entire agreement among the Parties and supersedes all proposals and prior agreements, oral and written, and all other communications among the Parties relating to the matters described herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day, month and year written below to be effective as of the Effective Date.

STOUT RISIUS ROSS, INC.

Name: _____

Title: _____

Date: _____

GARDEN CITY HOSPITAL

Name: _____

Title: _____

Date: _____