

**CONTRACT BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL,
VMG HEALTH, AHS COLDWATER LLC, AND PROMEDICA HEALTH SYSTEM**

In consideration of their respective promises and obligations under this agreement (“Agreement” or “Payment Contract”), the Michigan Department of Attorney General (“Department”), VMG Health (“Expert”), AHS Coldwater LLC (“Buyer”), and ProMedica Health System, Inc. (“Seller”) agree as follows:

The Department and Expert have entered into a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND EXPERT of even date herewith and attached hereto as **Exhibit A** (the “Expert Contract”) under which Expert will provide services to assist the Department in its review of the sale of substantially all of the assets of Community Health Center of Branch County d/b/a ProMedica Coldwater Regional Hospital to AHS Coldwater LLC (the “Sale”), and other related matters as assigned by the Attorney General or her designee, as more fully specified in the Expert Contract (collectively “Expert Services”).

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 Sale.

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 services under this Contract;
- Minimizes disruption and inconvenience to Seller 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

A. Buyer agrees to be solely responsible for the payment of all fees and expenses for all Expert Services performed by Expert in accordance with the Expert Contract. While Buyer will bear sole responsibility for all compensation and reimbursement of expenses payable to Expert in accordance with this section and the Expert Contract, Expert’s work will be exclusively directed by the Department and performed solely for and on behalf of the Department. All Expert Services will constitute work product subject to the attorney work-product doctrine.

B. Responsibilities of Buyer:

1. to pay a non-refundable retainer in the amount of \$50,000; Contractor's professional fees for all services described in this Agreement and Exhibit A hereto shall be a fixed fee of \$105,000 (the "Opinion Fee"); Buyer agrees to pay for all compensation and reimbursement of expenses payable to Expert in accordance with this section and the Expert Contract.

2. to reimburse Expert for reasonable and necessary meals, lodging, telephone, and travel expenses. Any expenses exceeding \$500.00 will require prior approval by Buyer and will not be unreasonably denied.

3. to refrain from providing information to or otherwise interacting with Expert, except as specifically requested by the Department or Expert.

4. to conspicuously mark as "Confidential" only such information it believes in good faith to be confidential, under applicable law, including information it has produced pursuant to non-disclosure agreements with third parties, including Seller. Buyer may permit the Department and/or Expert to review such information on an "inspection only" basis without acquiring possession of documents embodying the information. Buyer shall in good faith discuss with the Department the extent to which such information may be disclosed by the Department at the conclusion of its review. Buyer agrees that if Buyer, Seller, and the Department are not able to resolve this issue, either party may seek guidance from the court.

C. Responsibilities of Seller:

1. to give the Department and Expert reasonably prompt access to requested documents via a limited-access (e.g., password-protected) web page hosted by Buyer, Seller, or its legal counsel and to make other information and members of Seller's officers, trustees, directors, and management available for interviews by Expert and/or the Department upon request;

2. to refrain from providing information to or otherwise interacting with Expert, except as specifically requested by the Department or Expert;

3. to conspicuously mark as "Confidential" only such information it believes in good faith to be confidential, under applicable law, including information it has received pursuant to non-disclosure agreements with third parties, including Buyer. Seller may permit the Department and/or Expert to review such information on an "inspection only" basis without acquiring possession of documents embodying the information. Seller shall in good faith discuss with the Department the extent to which such information may be disclosed by the Department at the conclusion of its review. Seller agrees that if Seller, Buyer and the Department are not able to resolve this issue, either party may seek guidance from the court.

4. Seller agrees that all other information may be disclosed to, or subject to disclosure to, third parties under Michigan law.

D. Responsibilities of the Department:

The Department agrees to direct Expert:

1. to reasonably minimize disruption to Seller and Buyer personnel;
2. to proceed expeditiously to avoid unnecessary delay in the Department's completion of its review;
3. to transmit billing statements to the Department, specifically and individually identifying expenses at the end of the invoice;
4. to invoice the Department the Opinion Fee upon issuance of Expert's written report and the Opinion;
5. to transmit to the Department a summary invoice containing only the Opinion Fee, expenses incurred pursuant to this Agreement, and instructions for payment;
6. to immediately cease work if Seller or Buyer communicates in writing to the Department that the Sale will not proceed;
7. to agree not to attempt to download, "screen print" or otherwise capture, or otherwise attempt to acquire possession of, and not to duplicate or otherwise disclose to any individual or entity other than the Department in accordance with the Expert Contract, material conspicuously marked "Confidential" by Seller or Buyer;
8. to direct Expert to execute the Confidentiality and Non-Duplication Agreement in the forms attached as **Exhibit B** to both this Payment Contract and the Expert Contract.

3. Term of Contract

This Payment Contract covers services rendered from the date of the Expert Contract until the time that the Contractor delivers its Opinion or the Contract is terminated. This Contract may be extended only by the written agreement of the parties.

4. Compensation for Services Provided

A. The Expert Contract will specify an Opinion Fee of \$105,000 (excluding expenses reimbursable under the Expert Contract). Buyer agrees to pay for all compensation and reimbursement of reasonable expenses payable to Expert in accordance with this section and the Expert Contract.

B. Buyer will make the payments specified in paragraphs 2.B.1 and 2.B.2 of this Agreement and shall pay all invoices within 14 days after receipt.

5. Identification of Expert's Key Personnel

The Department intends to retain Expert and its key personnel listed below:

Ingrid Aguirre, CFA	Director
Don Barbo, CPA/ABV	Managing Director
Colin McDermott, CFA, CPA/ABV	Managing Director

The parties agree and understand that these managing directors will be supported by various analysts, associates, vice-presidents, senior vice-presidents and directors at Expert's direction.

Expert, Seller and Buyer shall promptly notify the Department of any potential conflicts of interest involving Expert or persons performing services for Expert. The Department, upon receiving a notification setting forth facts alleged to constitute a potential conflict, shall promptly investigate the allegations and report its conclusion to Expert, Seller and Buyer.

6. Billings

Expert will prepare and submit invoices and billing statements in accordance with the Expert Contract, and the Department shall process them in accordance with the Expert Contract.

The Department shall direct Expert to furnish copies of billing statements and supporting documents to Buyer, upon request, after the Department's review has been concluded and its report and Opinion has been issued.

7. Notices

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

For the Department: Brien Heckman
Assistant Attorney General
State of Michigan
Department of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
heckmanB1@michigan.gov

For Buyer: AHS Coldwater LLC
505 N. Brand Boulevard, Suite 1110
Glendale, CA 91203
Attn: Chief Legal Officer

For Seller: ProMedica Health System, Inc.
100 Madison Avenue
Toledo, OH 43604
Attn: Chief Legal Officer and General Counsel

For Expert: Ingrid Aguirre, Don Barbo, Colin McDermott
VMG Health
2515 McKinney Avenue Suite 1500
Dallas, TX 75201
972-616-7814
Ingrid.Aguirre@vmghealth.com
Don.Barbo@vmghealth.com
Colin.McDermott@vmghealth.com

8. Termination

Seller or Buyer may terminate this Contract upon sixty (60) days written notice to the Department. Buyer shall remain obligated to pay Expert for services already rendered and expenses already incurred in accordance with the terms of the Expert Contract.

9. Disclosure of Information

Pursuant to the Confidentiality and Non-Duplication Agreements collectively attached as **Exhibit B**, the Department and Expert agree not to acquire or attempt to acquire possession of, nor to duplicate, material conspicuously marked “Confidential” by Seller or Buyer, whether made available electronically on a limited-access basis through a web site of Seller, Buyer, or its legal counsel or in hard copy for inspection only. Without limitation, neither the Department, nor Expert will attempt to download, “screen print” or otherwise capture or reproduce Confidential information.

The Department shall in good faith discuss with Seller and Buyer the extent to which such information may be disclosed by the Department at the conclusion of its review. The Department agrees that if Seller, Buyer, and the Department are not able to resolve any confidentiality issues, any party may seek guidance from the court.

12. Non-Discrimination

In the performance of this Contract, all the parties agree 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, all parties agree 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 Licensing and Regulatory Affairs. 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 Expert 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, 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. Expert will be solely and entirely responsible for its acts and the acts of its agents and employees during the performance of this Contract.

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, her 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 attached **Exhibit A** and **Exhibit B**, represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the Department retaining the Contractor's services.

[Signature Page Follows]

18. Authorized Signature


Buyer agrees that Mike Sarian is authorized to sign on its behalf.

Dated: _____
AHS Coldwater LLC

Seller agrees that Arturo Polizzi is authorized to sign on its behalf.

Dated: _____
ProMedica Health System, Inc.

Expert agrees that Don Barbo is authorized to sign on its behalf.

Dated: October 13, 2023

VMG Health

Dated: October 20, 2023

Brien Heckman, Assistant Attorney General, or Designee

Incorporated Exhibits

Exhibit A – Expert Contract

Exhibit B – Seller Confidentiality and Non-Duplication Agreement

EXHIBIT A TO PAYMENT CONTRACT

CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND VMG HEALTH

The Michigan Department of Attorney General (“Department”) and VMG Health (“Contractor” or “Expert”), 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 “Expert Contract”), to assist the Department in its review of the ProMedica Coldwater Regional Hospital (“Hospital”) transaction (“Transaction”) involving American Healthcare Systems (“AHS”).

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 Transactions.

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:

Ingrid Aguirre, CFA	Director
Don Barbo, CPA/ABV	Managing Director
Colin McDermott, CFA, CPA/ABV	Managing Director

3. Term of Contract

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

4. Compensation for Services Provided

- A. Contractor will be compensated *exclusively* by AHS for delivery of Expert's written report and opinion for the Transaction (the "Opinion"). Department's contract with AHS shall require AHS to pay Contractor \$105,000 (the "Opinion Fee") for all Expert Services related to the Transaction upon delivery of the Opinion. This Opinion Fee may be increased in the event Contractor needs to perform appraisals of the Hospital's real estate and machinery and equipment assets. Such increase will be discussed and mutually agreed to in advance by Department, AHS, and VMG. AHS understands and agrees to pay an upfront \$50,000 retainer fee, which will be applied against 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 AHS. 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 AHS for reasonable and necessary meals, lodging, telephone and travel expenses.

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

6. Billings and Payment

The Department shall enter into a written agreement (“Payment Agreement”) with AHS 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 AHS, and AHS 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 AHS.

Contractor shall have no obligation to provide services until it has reviewed and approved terms of the Payment Agreement between the Department and AHS. Upon written notice to AHS 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 Opinion Fee upon issuance of Expert’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 AHS, and AHS 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, Contractor shall be reimbursed for (1) out of pocket expenses incurred to date and (2) fees for services already rendered. 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 AHS 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 AHS, 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:

Brien Heckman
Assistant Attorney General
State of Michigan
Department of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
heckmanB1@michigan.gov

For the Contractor:

Ingrid Aguirre, Don Barbo, Colin McDermott
VMG Health
2515 McKinney Avenue Suite 1500
Dallas, TX 75201
972-616-7814
Ingrid.Aguirre@vmghealth.com
Don.Barbo@vmghealth.com
Colin.McDermott@vmghealth.com

8. Time of the Essence

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 Hospital and AHS and other third parties and preparation of the report described on Exhibit A hereto, by November 10, 2023.

9. Termination

Contractor may terminate this contract for good cause shown upon 30 days written notice to the Department and AHS; 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 AHS 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. The Department shall review and approve for payment, in accordance with this Contract, reimbursement of (1) expenses already incurred and (2) fees for services already rendered.

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, Hospital or AHS 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, Expert 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 Expert information describing its services to the Department hereunder without, however, identifying Hospital and AHS or using its corporate logo.

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.

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 Don Barbo is authorized to sign on its behalf.

Dated: _____
For VMG Health

Dated: October 20, 2023 */s/ Brian Heckman*
Brien Heckman, Assistant Attorney General, or Designee

Dated: _____
Mike Sarian, CEO, American Healthcare Systems

Incorporated Exhibits

Exhibit A – Statement of Expert Services

Exhibit B – Confidentiality and Non-duplication Agreement

EXHIBIT A TO EXPERT CONTRACT

STATEMENT OF EXPERT SERVICES

1. Fairness Opinions – For the Transaction, Expert 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. Additional analysis and limitation details will be included in the written report. As part of the fairness opinion, Expert will perform the following:
 - a. an independent Fair Market Value valuation analysis and report of ProMedica Coldwater Regional Hospital assets being sold in the Transaction;
 - 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 and review of any prior valuation reports prepared for the assets and business enterprise of ProMedica Coldwater Regional Hospital;
 - e. Expert will also provide the Department with reasonable discussion and interaction related to the above items, including a face-to-face presentation regarding the final valuation report.

EXHIBIT B TO EXPERT CONTRACT

CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT BETWEEN VMG HEALTH AND PROMEDICA HEALTH SYSTEM, INC.

This CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT BETWEEN VMG HEALTH AND PROMEDICA HEALTH SYSTEM, INC. (the “Agreement”) is made effective as of the effective date of the Facilitation Contract (as defined below) (the “Effective Date”) by and between VMG Health (“Expert”) and ProMedica Health System, Inc. (“ProMedica”) (each individually a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, ProMedica and AHS Coldwater LLC (“AHS”) are parties to that certain Asset Purchase Agreement, dated as of April 1, 2023 (the “Asset Purchase Agreement”), pursuant to which AHS is purchasing substantially all of the rights and assets of Community Health Center of Branch County d/b/a ProMedica Coldwater Regional Hospital (the “Transaction”);

WHEREAS, the Michigan Attorney General (the “Department”) has engaged Expert to assist the Department in reviewing the Transaction pursuant to a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND VMG HEALTH to which this Agreement is attached thereto as **Exhibit A** (the “Expert Contract”);

WHEREAS, the Department, Expert, ProMedica and AHS entered into that certain CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL, VMG HEALTH, AHS COLDWATER LLC AND PROMEDICA HEALTH SYSTEM, INC. 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 Expert, ProMedica will provide Expert with access to various documents; and

WHEREAS, pursuant to the Facilitation Contract, ProMedica shall have the right to identify certain documents as Confidential. As to such documents, ProMedica may provide “view only” access, via a password-protected website, to Expert 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 Expert from ProMedica pursuant to the Facilitation Contract or to any other agreement between Expert and the Department shall be subject to the terms and conditions of this Agreement.

- B. The Parties recognize that in performing ProMedica's obligations under the Facilitation Contract, ProMedica, directly and/or through one or more ProMedica subsidiaries and/or affiliates ("ProMedica Affiliates"), may furnish, disclose, or disseminate to Expert information that is proprietary or commercially sensitive to ProMedica and/or one or more ProMedica Affiliates ("Confidential Information"). In addition, Expert 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 ProMedica or each applicable ProMedica 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 ProMedica and/or one or more ProMedica 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 ProMedica to Expert but for ProMedica'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 ProMedica and/or of one or more ProMedica Affiliates, and regardless of whether or not developed, devised or otherwise created in whole or in part by ProMedica or Expert; provided, however, that Confidential Information shall not include any information which (i) was available or in possession of Expert on a non-confidential basis prior to the time of disclosure to Expert by ProMedica; or (ii) is or becomes available to Expert on a non-confidential basis by a third party which is not bound by a confidentiality agreement with ProMedica or is not otherwise prohibited from transmitting the information to Expert.
- 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 ProMedica and/or one or more ProMedica 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 ProMedica providing Confidential Information or granting access to Confidential Information to Expert, Expert agrees to treat any and all such Confidential Information from or about ProMedica as confidential and proprietary to ProMedica. Except

as expressly provided in this Agreement or as required by law, Expert 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 Expert.

- F. It is the intent and agreement of the Parties that no ProMedica Confidential Information shall be provided to the Department by Expert. Expert 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 ProMedica or ProMedica'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, ProMedica and/or the applicable ProMedica 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 ProMedica.
- G. Upon termination of the Expert Contract and the Facilitation Contract, Expert shall promptly deliver to ProMedica 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 Expert'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 Expert is compelled or required by applicable law to disclose such Confidential Information, provided that Expert shall first notify ProMedica in writing to advise ProMedica of Expert's proposed disclosure and permit ProMedica to seek a protective order regarding such Confidential Information; (ii) Confidential Information may be disclosed in any litigation or other legal proceeding between ProMedica and Expert; and (iii) Expert may disclose the Confidential Information to its consultants, attorneys, employees, agents and contractors as may be reasonably necessary to enable Expert to perform its obligations under this Agreement, the Expert Contract or the Facilitation Contract.
- I. Expert agrees not to acquire or attempt to acquire possession of, nor to duplicate Confidential Information, whether marked "Confidential" or otherwise by ProMedica and whether made available electronically on a limited-access basis through a website of ProMedica or any of its legal counsel or in hard copy for inspection only. Expert 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 ProMedica 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 ProMedica.

- J. Expert expressly acknowledges and agrees that any breach of the provisions of this Section will cause irreparable injury to ProMedica and/or one or more ProMedica 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), Expert agrees that in the event of any such breach or threat thereof, ProMedica and/or any ProMedica 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 Expert and all such other persons as the court shall order, and Expert hereby expressly and irrevocably consents to the entry of orders and/or writs granting ProMedica and/or any ProMedica Affiliate such relief. The rights and remedies provided for herein are cumulative and will be in addition to rights and remedies otherwise available to ProMedica and/or any ProMedica 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, Expert 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 ProMedica shall make such Confidential Information available to Expert electronically on a limited-access basis through a website of ProMedica 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 Expert shall notify the Department and ProMedica when Expert no longer requires such access and upon receipt of such notice, the Department and ProMedica shall terminate Expert's access to the Confidential Information.

2. Notice

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

Expert:
Ingrid Aguirre, Don Barbo, Colin McDermott
VMG Health
2515 McKinney Avenue Suite 1500
Dallas, TX 75201
972-616-7814
Ingrid.Aguirre@vmghealth.com
Don.Barbo@vmghealth.com
Colin.McDermott@vmghealth.com

ProMedica:
ProMedica Health System, Inc.
100 Madison Avenue
Toledo, OH 43604
Attn: Chief Legal Officer and General Counsel

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.

VMG HEALTH

Name: 

Title: Managing Director

Date: October 13, 2023

PROMEDICA HEALTH SYSTEM, INC.

Name: 

Title: Chief Legal Officer | General Counsel

Date: October 13, 2023

EXHIBIT B TO PAYMENT CONTRACT

**CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT
BETWEEN VMG HEALTH AND
PROMEDICA HEALTH SYSTEM, INC.**

This CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT BETWEEN VMG HEALTH AND PROMEDICA HEALTH SYSTEM, INC. (the “Agreement”) is made effective as of the effective date of the Facilitation Contract (as defined below) (the “Effective Date”) by and between VMG Health (“Expert”) and ProMedica Health System, Inc. (“ProMedica”) (each individually a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, ProMedica and AHS Coldwater LLC (“AHS”) are parties to that certain Asset Purchase Agreement, dated as of April 1, 2023 (the “Asset Purchase Agreement”), pursuant to which AHS is purchasing substantially all of the rights and assets of Community Health Center of Branch County d/b/a ProMedica Coldwater Regional Hospital (the “Transaction”);

WHEREAS, the Michigan Attorney General (the “Department”) has engaged Expert to assist the Department in reviewing the Transaction pursuant to a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND VMG HEALTH to which this Agreement is attached thereto as **Exhibit A** (the “Expert Contract”);

WHEREAS, the Department, Expert, ProMedica and AHS entered into that certain CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL, VMG HEALTH, AHS COLDWATER LLC AND PROMEDICA HEALTH SYSTEM, INC. 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 Expert, ProMedica will provide Expert with access to various documents; and

WHEREAS, pursuant to the Facilitation Contract, ProMedica shall have the right to identify certain documents as Confidential. As to such documents, ProMedica may provide “view only” access, via a password-protected website, to Expert 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 Expert from ProMedica pursuant to the Facilitation Contract or to any other agreement between Expert and the Department shall be subject to the terms and conditions of this Agreement.

- B. The Parties recognize that in performing ProMedica's obligations under the Facilitation Contract, ProMedica, directly and/or through one or more ProMedica subsidiaries and/or affiliates ("ProMedica Affiliates"), may furnish, disclose, or disseminate to Expert information that is proprietary or commercially sensitive to ProMedica and/or one or more ProMedica Affiliates ("Confidential Information"). In addition, Expert 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 ProMedica or each applicable ProMedica 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 ProMedica and/or one or more ProMedica 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 ProMedica to Expert but for ProMedica'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 ProMedica and/or of one or more ProMedica Affiliates, and regardless of whether or not developed, devised or otherwise created in whole or in part by ProMedica or Expert; provided, however, that Confidential Information shall not include any information which (i) was available or in possession of Expert on a non-confidential basis prior to the time of disclosure to Expert by ProMedica; or (ii) is or becomes available to Expert on a non-confidential basis by a third party which is not bound by a confidentiality agreement with ProMedica or is not otherwise prohibited from transmitting the information to Expert.
- 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 ProMedica and/or one or more ProMedica 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 ProMedica providing Confidential Information or granting access to Confidential Information to Expert, Expert agrees to treat any and all such Confidential Information from or about ProMedica as confidential and proprietary to ProMedica. Except

as expressly provided in this Agreement or as required by law, Expert 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 Expert.

- F. It is the intent and agreement of the Parties that no ProMedica Confidential Information shall be provided to the Department by Expert. Expert 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 ProMedica or ProMedica'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, ProMedica and/or the applicable ProMedica 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 ProMedica.
- G. Upon termination of the Expert Contract and the Facilitation Contract, Expert shall promptly deliver to ProMedica 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 Expert'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 Expert is compelled or required by applicable law to disclose such Confidential Information, provided that Expert shall first notify ProMedica in writing to advise ProMedica of Expert's proposed disclosure and permit ProMedica to seek a protective order regarding such Confidential Information; (ii) Confidential Information may be disclosed in any litigation or other legal proceeding between ProMedica and Expert; and (iii) Expert may disclose the Confidential Information to its consultants, attorneys, employees, agents and contractors as may be reasonably necessary to enable Expert to perform its obligations under this Agreement, the Expert Contract or the Facilitation Contract.
- I. Expert agrees not to acquire or attempt to acquire possession of, nor to duplicate Confidential Information, whether marked "Confidential" or otherwise by ProMedica and whether made available electronically on a limited-access basis through a website of ProMedica or any of its legal counsel or in hard copy for inspection only. Expert 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 ProMedica 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 ProMedica.

- J. Expert expressly acknowledges and agrees that any breach of the provisions of this Section will cause irreparable injury to ProMedica and/or one or more ProMedica 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), Expert agrees that in the event of any such breach or threat thereof, ProMedica and/or any ProMedica 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 Expert and all such other persons as the court shall order, and Expert hereby expressly and irrevocably consents to the entry of orders and/or writs granting ProMedica and/or any ProMedica Affiliate such relief. The rights and remedies provided for herein are cumulative and will be in addition to rights and remedies otherwise available to ProMedica and/or any ProMedica 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, Expert 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 ProMedica shall make such Confidential Information available to Expert electronically on a limited-access basis through a website of ProMedica 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 Expert shall notify the Department and ProMedica when Expert no longer requires such access and upon receipt of such notice, the Department and ProMedica shall terminate Expert's access to the Confidential Information.

2. Notice

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

Expert:
Ingrid Aguirre, Don Barbo, Colin McDermott
VMG Health
2515 McKinney Avenue Suite 1500
Dallas, TX 75201
972-616-7814
Ingrid.Aguirre@vmghealth.com
Don.Barbo@vmghealth.com
Colin.McDermott@vmghealth.com

ProMedica:
ProMedica Health System, Inc.
100 Madison Avenue
Toledo, OH 43604
Attn: Chief Legal Officer and General Counsel

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.

VMG HEALTH

Name: 

Title: Managing Director

Date: October 13, 2023

PROMEDICA HEALTH SYSTEM, INC.

Name: 

Title: Chief Legal Officer | General Counsel

Date: October 13, 2023