

Attachment B

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said
State, do hereby certify that the annexed paper is a TRUE COPY OF resolution
SPECIAL
adopted (passed) by the City Council at session of

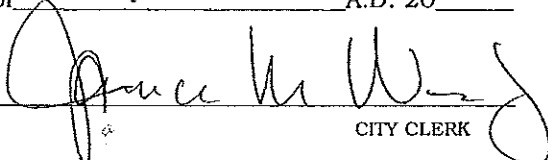
April 22, 20¹⁰

and approved by Mayor

April 22, 20¹⁰

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid;
that I have compared the same with the original, and the same is a correct transcript therefrom, and of the
whole of such original.

In Witness Whereof, I have hereunto set my hand
and affixed the corporate seal of said City, at
Detroit, this 22nd
day of April A.D. 20¹⁰


CITY CLERK

WAIVER OF RECONSIDERATION REQUESTED

BY COUNCIL MEMBER

SEMPER

WHEREAS, the City of Detroit desires to promote economic activity and maintenance/increases in the number of jobs available to residents in the area; and

WHEREAS, the Detroit Medical Center ("DMC"), is a City of Detroit based non-profit corporation that owns and operates general and specialty hospitals in Wayne County, several located on DMC's Midtown Detroit Campus ("DMC Midtown Campus"), including Children's Hospital, Detroit Receiving Hospital, Harper Hospital, Hutzel Women's Hospital, and the Rehabilitation Institute of Michigan; and

WHEREAS, the DMC employs over 12,000 individuals and is affiliated with the Wayne State Medical School, the largest single campus medical school in the United States; and

WHEREAS, 40% of the patient care provided by DMC is provided to individuals who are underinsured or uninsured; and

WHEREAS, DMC has unsuccessfully attempted over the last several years to find a method in which it can raise the necessary capital to improve and enhance its current facilities in order to provide enhanced healthcare to the citizens of Wayne County; and

WHEREAS, Vanguard Health Systems ("Vanguard") is a nationally recognized investor owned health system that specializes in urban hospitals and surgery centers, and has a record of providing charitable care to urban populations; and

WHEREAS, Vanguard and DMC have entered into a Letter of Intent that will allow Vanguard to acquire several DMC properties and hospitals as part of the Vanguard Health System (as more fully defined in Exhibit A, Development Plan); and

WHEREAS, currently, all properties within the Midtown Campus are owned by non-profit and charitable organizations that do not pay any ad-valorem taxes; and

WHEREAS, Vanguard and DMC have determined that in the purchase of the DMC properties, Sinai-Grace Hospital and other properties outside of the boundaries listed in the Development Plan will be placed on the state and local tax rolls and Vanguard will commit to investing at least \$850 million within the next five to seven years into the DMC Midtown Campus, Sinai-Grace Hospital, Huron Valley Sinai Hospital and other DMC properties; and

WHEREAS, DMC and Vanguard are requesting the designation by Wayne County of a Renaissance Zone pursuant to 1996 P.A. 376, as amended ("Act 376"), in connection with Vanguard's proposed investment in Wayne County; and

WHEREAS, the County of Wayne, with the support of the City of Detroit, as a qualified local governmental unit pursuant to Act 376, is allowed to submit to the Michigan Strategic Fund ("MSF") for the approval of Wayne County's designation of a Renaissance Zone, pursuant to Section 4 of Act 376, MCL 125.2684; and

WHEREAS, DMC and Vanguard have agreed that they will not lease any office space within the Renaissance Zone to any non-affiliate office tenant of more than 5,000 square feet if that tenant is currently occupying office space in the City of Detroit without prior written consent of the City of Detroit's Planning and Development Department; and

WHEREAS, Vanguard and DMC have agreed pursuant to a separate Agreement between them and the City of Detroit, in the form as attached, that Vanguard (directly, or by a subsidiary) expressly commits that it will assume all DMC's obligations under the 1980 transaction by which DMC acquired Detroit Receiving Hospital (DRH); and

WHEREAS, for a minimum of 10 years from the closing date of the Vanguard acquisition of the DMC, Vanguard will maintain a charity care policy at least as favorable as DMC's charity care policy as described in the Development Plan at all hospital facilities; and

WHEREAS, DMC and Vanguard have agreed to create a Citizens Review Committee to be appointed by the Detroit City Council and the Wayne County Commission. This Committee shall meet quarterly to monitor Vanguard's continuation of all contractual and statutory obligations previously held by DMC under the 1980 DRH transaction and the implementation of all community benefits provisions included in the development agreement; and

WHEREAS, the City of Detroit has reviewed the attached "Development Plan Midtown Campus Hospital for a Wayne County Renaissance Zone";

Now therefore be it

RESOLVED, by the City of Detroit Council this 22nd day of April 2010, that support is granted for a Renaissance Zone that shall be designated for the properties within the boundaries identified in the survey and legal description prepared by Giffels-Webster Engineers, Inc., dated April 19, 2010, Job 17887.00 and titled "RENAISSANCE ZONE Detroit Medical Center Survey and Description," a copy of which is attached to this resolution; and be it further

RESOLVED, that the duration of the Renaissance Zone status shall be for a period of 15 years, beginning with tax years commencing (or levies imposed) on or after January 1, 2011 through December 30, 2025; and be it further;

RESOLVED, that approval be, and is hereby, granted authorizing the Mayor the delegated authority to indicate his written approval of the Application, authorize any necessary approvals of non-material changes to the Development Plan and to support

submission of the Application and Development Plan to the MSF on behalf of the City of Detroit; and be it further;

RESOLVED, that approval be, and is hereby, granted authorizing the Mayor the delegated authority to execute on behalf of the City of Detroit any Development Agreement which the State may develop under the State's authority under Act 376, to which the City may be invited by the State to be a party.

OVERALL LEGAL DESCRIPTION

from survey and legal description prepared by Giffels-Webster Engineers, Inc., dated April 19, 2010, Job 17887.00 and titled "RENAISSANCE ZONE Detroit Medical Center Survey and Description

DETROIT MEDICAL CENTER RENAISSANCE ZONE A

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN BEING A PART OF PRIVATE CLAIMS 1, 2 AND 5, AND PART OF PARK LOTS, BEING:

A PART OF LOT 13 AND ALL OF LOTS 10 THROUGH 12, INCLUSIVE, BLOCK 22; AND ALL OF LOTS 6 THROUGH 9, INCLUSIVE, BLOCK 21; AND ALL OF LOTS 6 THROUGH 9, INCLUSIVE, BLOCK 20; AND ALL OF LOTS 6 THROUGH 9, INCLUSIVE, BLOCK 19; A PART OF LOTS 3 AND 8 AND ALL OF LOTS 1, 2, 9 AND 10, BLOCK 17; OF "BRUSH'S SUBDIVISION OF THAT PART OF THE BRUSH FARM LYING BETWEEN THE SOUTH LINE OF FARNSWORTH STREET AND THE SOUTH LINE OF ALEXANDRINE AVENUE", AS RECORDED IN LIBER 17 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOTS 1, 2 AND 6 AND ALL OF LOTS 3 THROUGH 5, INCLUSIVE, OF "C.B. EDWARDS SUBDIVISION OF OUTLOT 190, L. BEAUBIEN FARM", AS RECORDED IN LIBER 55 OF DEEDS, PAGE 242, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 8 THROUGH 33, INCLUSIVE, OF "TREGENT'S SUBDIVISION OF OUTLOT 188, NORTH OF FREMONT STREET, L. BEAUBIEN FARM", AS RECORDED IN LIBER 2 OF PLATS, PAGE 10, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOTS 1 THROUGH 7, INCLUSIVE, AND ALL OF LOTS 8 THROUGH 14, INCLUSIVE, OF KANE'S AND HIBBARD'S SUBDIVISION OF PART OF OUTLOT 191 ON FOREST AND HANCOCK AVENUES, LAMBERT BEAUBIEN FARM", AS RECORDED IN LIBER 4 OF PLATS, PAGE 84, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOTS 11 THROUGH 14, INCLUSIVE, 17 THROUGH 19, INCLUSIVE, AND LOT 24 AND ALL OF LOTS 20 THROUGH 23, INCLUSIVE, OF "CLELAND AND LOWIE'S SUBDIVISION OF THE WEST 236 FEET OF THE A. BEAUBIEN FARM BETWEEN FREMONT ST. AND WARREN AVE." AS RECORDED IN LIBER 9 OF PLATS, PAGE 40, WAYNE COUNTY RECORDS;

ALSO, A PART OF OUTLOTS 189 AND 191 OF THE "PLAN OF BEAUBIEN FARM AS SURVEYED INTO LOTS FOR THE PROPRIETORS BY JOHN MULLETT", AS RECORDED IN LIBER 1 OF PLATS, PAGES 46 THROUGH 54, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOT 14 AND ALL OF LOTS 16 THROUGH 19, INCLUSIVE, LOT 22 AND 23, OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2", AS RECORDED IN LIBER 90 OF PLATS, PAGES 89 THROUGH 91, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOTS 4 AND 12 AND ALL OF LOTS 5 THROUGH 9, INCLUSIVE, OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 1", AS RECORDED IN LIBER 88 OF PLATS, PAGES 74 THROUGH 76, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 4 THROUGH 18, INCLUSIVE, OF "BRUSH'S SUBDIVISION OF THAT PART OF THE BRUSH FARM LYING BETWEEN THE SOUTH LINE OF ALEXANDRINE AVENUE AND THE NORTH LINE OF BRADY STREET", AS RECORDED IN LIBER 19 OF PLATS, PAGE 62, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 1 THROUGH 10, INCLUSIVE, OF "LUMSDEN'S SUBDIVISION OF PARK LOT 27", AS RECORDED IN LIBER 3 OF PLATS, PAGE 84, WAYNE COUNTY RECORDS;

ALSO, PART OF LOTS 23, 24, 25 AND 28 OF "PLAT OF PARK LOTS", AS RECORDED IN LIBER 34 OF DEEDS, PAGE 542, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 22 THROUGH 33, INCLUSIVE, OF "LELAND AND MANDELBAUM'S SUBDIVISION OF PARK LOT 22 AND PART OF LOT 21", AS RECORDED IN LIBER 1 OF PLATS, PAGE 30, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 12 THROUGH 19, OF "VAN DYKE'S SUBDIVISION OF PART OF THE ANTOINE BEAUBIEN FARM NORTH OF GROVE STREET", AS RECORDED IN LIBER 1, PAGE 294, WAYNE COUNTY RECORDS;

ALSO, A PART OF LOT 8 AND ALL OF LOTS 9 THROUGH 13, OF "MCMILLAN AND PONDS SUBDIVISION OF PARK LOT 29", AS RECORDED IN LIBER 6 OF PLATS, PAGE 27, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 1 THROUGH 16, INCLUSIVE, OF "BAGG'S SUBDIVISION", AS RECORDED IN LIBER 1 OF PLATS, PAGE 192, WAYNE COUNTY RECORDS;

ALSO, ALL OF LOTS 1, 2, 3, 7, 8, 9 AND 10, OF "SUBDIVISION OF PARK LOT 66 BY R. P. TOMS AND HENRY RUSSELL, TRUSTEES OF THE ESTATE OF SARAH DAVENPORT", AS RECORDED IN LIBER 5 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS;

ALSO, INCLUDING THE REVERSIONARY INTEREST IN ALL VACATED ALLEYS AND ROADWAYS;

ALSO, EXCEPTING THE ROAD RIGHT OF WAYS IN BEAUBIEN STREET, JOHN R.

STREET, WOODWARD AVENUE, CANFIELD AVENUE, BRUSH STREET AND HANCOCK AVENUE ALL LYING WITHIN THE BOUNDS OF THE OVERALL PARCEL BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MACK AVENUE (VARIABLE WIDTH) AND THE EASTERLY LINE OF JOHN R. STREET (84' WIDE), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6 OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 1", AS RECORDED IN LIBER 88, PAGES 74 THROUGH 76, WAYNE COUNTY RECORDS; THENCE NORTH N26°21'30"W, 220.33 FEET ALONG THE EAST LINE OF JOHN R. STREET TO A POINT ON A LINE 139.05 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 4 AS EXTENDED OF SAID "MEDICAL CENTER URBAN RENEWAL PLAT NO. 1"; THENCE S63°35'30"W, 487.41 FEET ALONG SAID LINE, BEING 139.05 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 4 OF SAID "MEDICAL CENTER URBAN RENEWAL PLAT NO. 1"; THENCE N26°21'30"W, 24.98 FEET TO A POINT ON A LINE 9.00 FEET NORTH OF AND PARALLEL TO THE NORTH BUILDING FACE OF THE ELLINGTON CONDOMINIUMS AND ITS EXTENSION THEREOF; THENCE S62°09'47"W, 241.43 FEET ALONG SAID LINE, BEING 9.00 FEET NORTH OF AND PARALLEL TO THE NORTH BUILDING FACE OF THE ELLINGTON CONDOMINIUMS AND ITS EXTENSION THEREOF WESTERLY LINE OF WOODWARD AVENUE (120' WIDE); THENCE S26°24'30"E, 303.45 FEET ALONG SAID WESTERLY LINE TO A POINT ON THE NORTHERLY LINE OF DAVENPORT STREET (60' WIDE AS PLATTED); THENCE S60°06'19"W, 200.14 FEET ALONG SAID NORTH LINE OF DAVENPORT STREET TO THE CENTERLINE OF THE FIRST NORTH-SOUTH ALLEY WEST OF WOODWARD; THENCE N29°59'13"W, 182.99 FEET ALONG THE CENTERLINE OF SAID ALLEY TO A POINT ON THE CENTERLINE OF AN EAST-WEST ALLEY; THENCE S60°06'19"W, 160.11 FEET ALONG THE CENTERLINE OF SAID EAST-WEST ALLEY TO THE LINE COMMON TO LOTS 6 AND 7, AS EXTENDED, OF THE "SUBDIVISION OF PARK LOT NO. 66 BY R.P. TOMS AND HENRY RUSSEL, TRUSTEES OF THE ESTATE OF SARAH DAVENPORT", AS RECORDED IN LIBER 5, PAGE 44 OF PLATS, WAYNE COUNTY RECORDS; THENCE S29°59'13"E, 182.99 FEET ALONG SAID LINE TO THE NORTH LINE OF DAVENPORT STREET; THENCE S60°06'19"W, 200.15 FEET ALONG SAID NORTH LINE OF DAVENPORT STREET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID "SUBDIVISION OF PARK LOT NO. 66 BY R.P. TOMS AND HENRY RUSSEL, TRUSTEES OF THE ESTATE OF SARAH DAVENPORT"; THENCE N29°59'13"W, 182.99 FEET ALONG THE LINE COMMON TO LOTS 10 AND 11 OF SAID "SUBDIVISION OF PARK LOT NO. 66 BY R.P. TOMS AND HENRY RUSSEL, TRUSTEES OF THE ESTATE OF SARAH DAVENPORT" TO THE CENTERLINE OF AN EAST-WEST ALLEY; THENCE S60°06'19"W, 23.50 FEET ALONG THE CENTERLINE OF SAID EAST-WEST ALLEY TO THE LINE COMMON TO LOTS 16 AND 17, AS EXTENDED, OF "BAGG'S SUBDIVISION", AS RECORDED IN LIBER 1, PAGE 192 OF PLATS, WAYNE COUNTY RECORDS; THENCE N29°59'13"W, 242.99 FEET ALONG SAID LINE, AND ITS EXTENSION THEREOF TO THE NORTH LINE OF PARSONS STREET (60' WIDE); THENCE

N60°06'19"E, 610.54 FEET ALONG SAID NORTH LINE OF PARSONS STREET TO THE WEST LINE OF WOODWARD AVENUE; THENCE ACROSS WOODWARD AVENUE, N65°07'45"E, 120.04 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID "MEDICAL CENTER URBAN RENEWAL PLAT NO. 1"; THENCE N63°35'30"E, 608.86 FEET ALONG THE NORTH LINE OF SAID LOT 4 AND EXTENSION THEREOF TO THE EAST LINE OF JOHN R. STREET; THENCE NORTHERLY ALONG SAID EAST LINE THE FOLLOWING FOUR COURSES: (1) N26°21'30"W, 864.41 FEET, AND (2) N60°06'30"E, 4.33 FEET, AND (3) N20°53'10"W, 204.21 FEET, AND (4) N26°24'30"W, 275.46 FEET TO THE NORTH LINE OF WILLIS AVENUE (100' WIDE); THENCE S59°50'30"W, 307.18 FEET ALONG SAID NORTH LINE OF WILLIS AVENUE TO A POINT BEING 23 FEET WEST OF THE SOUTHEAST CORNER OF LOT 8 OF "MCMILLAN'S AND PONDS' SUBDIVISION OF PARK LOT 29", AS RECORDED IN LIBER 6, PAGE 27 OF PLATS, WAYNE COUNTY RECORDS; THENCE N30°24'40"W, 151.10 FEET ALONG A LINE 23 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 8 OF SAID "MCMILLAN'S AND PONDS' SUBDIVISION OF PARK LOT 29" TO THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE N59°50'30"E, 317.75 FEET ALONG SAID SOUTH LINE AND ITS EXTENSION THEREOF TO THE EAST LINE OF JOHN R. STREET; THENCE N26°24'30"W, 251.64 FEET ALONG SAID EAST LINE OF JOHN R. STREET TO THE NORTH LINE OF CANFIELD AVENUE (60' WIDE); THENCE THE FOLLOWING TWO COURSES ALONG SAID NORTH LINE OF CANFIELD AVENUE: (1) N59°50'30"E, 626.26 FEET, AND (2) N63°26'11"E, 60.00 FEET TO THE EAST LINE OF BRUSH STREET (60' WIDE); THENCE N26°09'00"W, 1208.60 FEET ALONG SAID EAST LINE OF BRUSH STREET TO THE SOUTH LINE OF HANCOCK AVENUE (VARIABLE WIDTH); THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTH LINE OF HANCOCK AVENUE: (1) S60°37'11"W, 60.10 FEET, AND S60°04'24"W, 167.88 FEET TO A POINT ON A LINE 7.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 13 AS EXTENDED, OF "BRUSH'S SUBDIVISION OF THAT PART OF THE BRUSH FARM LYING BETWEEN THE SOUTH LINE OF FARNSWORTH STREET AND THE SOUTH LINE OF ALEXANDRINE AVENUE", AS RECORDED IN LIBER 17, PAGE 29 OF PLATS, WAYNE COUNTY RECORDS; THENCE N29°55'36"W, 237.00 FEET ALONG SAID LINE, BEING 7.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 13 OF SAID "BRUSH'S SUBDIVISION OF THAT PART OF THE BRUSH FARM LYING BETWEEN THE SOUTH LINE OF FARNSWORTH STREET AND THE SOUTH LINE OF ALEXANDRINE AVENUE", TO THE SOUTH LINE OF AN EAST-WEST ALLEY; THENCE N60°04'24"E, 183.52 FEET ALONG SAID EAST-WEST ALLEY TO THE WEST LINE OF BRUSH STREET; THENCE S26°09'00"E, 150.08 FEET ALONG SAID WEST LINE OF BRUSH STREET TO A POINT ON THE NORTH LINE OF HANCOCK AVENUE AS EXTENDED FROM THE EAST; THENCE N63°53'50"E, 802.97 FEET ALONG SAID NORTH LINE OF HANCOCK AVENUE TO A POINT ON THE WEST LINE OF ST. ANTOINE STREET (120' WIDE); THENCE S26°09'00"E, 688.85 FEET ALONG SAID WEST LINE OF ST. ANTOINE STREET TO A POINT ON THE CENTERLINE OF AN EAST-WEST ALLEY; THENCE S63°53'50"W, 384.16 FEET ALONG SAID ALLEY CENTERLINE, AND ITS EXTENSION THEREOF TO THE EAST LINE OF BEAUBIEN STREET;

THENCE S26°09'00"E, 603.75 FEET ALONG SAID EAST LINE OF BEAUBIEN STREET TO THE NORTH LINE OF CANFIELD AVENUE; THENCE N63°53'50"E, 384.16 FEET ALONG SAID NORTH LINE OF CANFIELD AVENUE TO THE WEST LINE OF ST. ANTOINE STREET; THENCE S26°09'00"E, 680.00 FEET ALONG SAID WEST LINE OF ST. ANTOINE STREET; THENCE N63°51'00"E, 120.00 FEET TO THE EAST LINE OF ST. ANTOINE STREET; THENCE S26°09'00"E, 238.64 FEET ALONG SAID EAST LINE OF ST. ANTOINE STREET AND ITS EXTENSION THEREOF AS PREVIOUSLY PLATTED TO THE SOUTHWEST CORNER OF LOT 15 OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2", AS RECORDED IN LIBER 90, PAGES 89 THROUGH 91, WAYNE COUNTY RECORDS; THENCE N63°50'20"E, 585.90 FEET ALONG THE LINE COMMON TO LOTS 14 AND 15 OF SAID "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2" TO THE WEST LINE OF THE I-75 SERVICE DRIVE; THENCE S26°11'18"E, 375.00 FEET 375 FEET ALONG SAID WEST LINE OF THE I-75 SERVICE DRIVE TO A POINT 171.04 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 14 OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2"; THENCE S63°50'20"W, 611.14 FEET ALONG A LINE 171.04 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 14 OF "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2" TO THE WEST LINE OF SAID LOT 14; THENCE N26°09'00"W, 76.38 FEET ALONG SAID WEST LINE OF LOT 14; THENCE S63°50'20"W, 451.25 FEET TO THE WEST LINE OF BEAUBIEN STREET (120' WIDE); THENCE THE FOLLOWING TWO COURSES ALONG SAID WEST LINE OF BEAUBIEN STREET: (1) ALONG A NON-TANGENT CURVE TO THE LEFT, 403.13 FEET, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 44°25'06", AND A LONG CHORD BEARING S03°55'43"E, 393.11 FEET, AND (2) S26°09'00"E, 544.20 FEET TO THE NORTH LINE OF MACK AVENUE; THENCE THE FOLLOWING FOUR COURSES ALONG SAID NORTH LINE OF MACK AVENUE: (1) S70°32'00"W, 102.76 FEET, AND (2) ALONG A NONTANGENT CURVE TO THE LEFT, 136.63 FEET, SAID CURVE HAVING A RADIUS OF 1105.00 FEET, A CENTRAL ANGLE OF 7°05'03", AND A LONG CHORD BEARING S67°02'18"W, 136.54 FEET, AND (3) S61°38'07"W, 60.05 FEET, AND (4) S60°09'30"W, 641.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 92.4 ACRES INCLUDING ALL PUBLICLY DEDICATED AND VACATED ROAD AND ALLEY RIGHTS OF WAY.

AGREEMENT

This Agreement is entered into this 22nd day of April, 2010, by and between the City of Detroit, a Michigan public body corporate ("City"), the Detroit Medical Center, a Michigan non-profit corporation ("DMC"), and Vanguard Health Systems, Inc., a Delaware Corporation ("Vanguard").

RECITALS

WHEREAS, in June 1980, the City and DMC entered into a Sublease Agreement whereby DMC subleased, from the City, the Detroit Receiving Hospital ("DRH");

WHEREAS, on September 27, 2006, the City provided a quit claim deed conveying to DMC the City's right, title and interest in and to DRH, which deed recited as follows:

"This deed and the delivery of this deed shall not in any way merge, terminate, modify, or alter the terms, conditions, covenants and agreements set forth in the Sublease Agreement which were intended to survive in the event Detroit Receiving Hospital and University Health Center acquires fee title to the 'DRH Assets' (as such term is defined in the Sublease Agreement), including without limitation Section 3(c), Section 7.b.8, and Section 8.c of the Sublease Agreement."

WHEREAS, the City and DMC have entered into a certain Development Agreement dated December 16, 2009, relating to DMC's acquisition and development of approximately 5.31 acres of real property comprising the North 375 feet of Edward Tolan Play Field ("Development Agreement");

WHEREAS, the DMC has entered into a nonbinding Letter of Intent with Vanguard whereby, pursuant to a definitive agreement to be negotiated, a Vanguard subsidiary may acquire substantially all of DMC's assets used in connection with its hospital business, including (i) DRH and (ii) DMC's rights under the Development Agreement;

WHEREAS, the DMC has requested the City's approval of a proposed Renaissance Zone for DMC's central campus, to be established for the purpose of supporting the proposed Vanguard transaction including the substantial capital investments to be made by Vanguard following the acquisition;

WHEREAS, in connection with the City's consideration of DMC's request for approval of (i) the Renaissance Zone, and (ii) assignment of the Development Agreement to Vanguard, the City seeks assurance that, effective on closing of the Vanguard/DMC transaction, any restrictions now existing as to DMC's operation of DRH will be assumed by Vanguard; and

WHEREAS, DMC and Vanguard are prepared to provide such assurances,

NOW, THEREFORE, IT IS AGREED as follows:

1. In the event Vanguard (directly, or by a subsidiary) acquires DMC, Vanguard expressly commits that it will assume all DMC's obligations under the 1980 transaction by which DMC acquired DRH. Vanguard will stand in the shoes of DMC and fully assume all obligations, whether contractual or statutory. Vanguard agrees to honor these obligations, even if the obligations extend beyond the 10 year mission support period provided in the Vanguard/DMC agreement.

2. The City agrees to consent to the assignment of the Tolan Field property from DMC to Vanguard for the purpose of building a Children's Pediatric Center, which assignment can be made only upon the closing of the final DMC/Vanguard purchase agreement.

3. This Agreement shall not be construed as imposing any obligation on Vanguard (including any obligation to proceed with the DMC transaction) other than as stated above.

4. This Agreement shall be governed by Michigan law.

5. This Agreement can be executed in counterparts and/or by facsimile or e-mail scan, and if so executed shall be fully valid and binding.

CITY OF DETROIT,
a Michigan public body corporate

By: _____
Its: _____
Date: _____

DETROIT MEDICAL CENTER,
a Michigan non-profit corporation

By: _____
Its: _____
Date: _____

VANGUARD HEALTH SYSTEMS, INC.,
a Delaware Corporation

By: _____
Its: _____
Date: _____

**ADOPTED AS FOLLOWS:
COUNCIL MEMBERS...**

	YEAS	NAYS	YEAS	NAYS
Gary BROWN	✓		✓	
Kenneth V. COCKREL, JR			✓	Abstained
Saunteel JENKINS	✓		✓	
Brenda JONES	✓		✓	
Kwame KENYATTA	✓		✓	(St)
Andre L. SPIVEY	✓		✓	
James TATE	✓		✓	
Jo Ann WATSON		✓	✓	
Charles PRESIDENT PUGH	✓			
* PRESIDENT PRO TEM.	7	1	9	0

WAIVER OF RECONSIDERATION (No. 2)
per motions before adjournment.

AGREEMENT

This Agreement is entered into this _____ day of _____, 2010, by and between the City of Detroit, a Michigan public body corporate ("City"), the Detroit Medical Center, a Michigan non-profit corporation ("DMC"), and VHS of Michigan, Inc., a Delaware corporation ("Vanguard").

RECITALS

WHEREAS, in June 1980, the City and DMC entered into a Sublease Agreement whereby DMC subleased, from the City, the Detroit Receiving Hospital ("DRH");

WHEREAS, on September 27, 2006, the City provided a quit claim deed conveying to DMC the City's right, title and interest in and to DRH, which deed recited as follows:

"This deed and the delivery of this deed shall not in any way merge, terminate, modify, or alter the terms, conditions, covenants and agreements set forth in the Sublease Agreement which were intended to survive in the event Detroit Receiving Hospital and University Health Center acquires fee title to the 'DRH Assets' (as such term is defined in the Sublease Agreement), including without limitation Section 3(c), Section 7.b.8, and Section 8.c of the Sublease Agreement."

WHEREAS, the City and DMC have entered into a certain Development Agreement dated December 16, 2009, relating to DMC's acquisition and development of approximately 5.31 acres of real property comprising the North 375 feet of Edward Tolan Play Field ("Development Agreement");

WHEREAS, the DMC has entered into a nonbinding Letter of Intent with Vanguard whereby, pursuant to a definitive agreement to be negotiated, VHS of Michigan, Inc., a Delaware corporation ("Vanguard") may acquire substantially all of DMC's assets used in connection with its hospital business, including (i) DRH and (ii) DMC's rights under the Development Agreement;

WHEREAS, the DMC has requested the City's approval of a proposed Renaissance Zone for DMC's central campus, to be established for the purpose of supporting the proposed Vanguard transaction including the substantial capital investments to be made by Vanguard following the acquisition;

WHEREAS, in connection with the City's consideration of DMC's request for approval of (i) the Renaissance Zone, and (ii) assignment of the Development Agreement to Vanguard, the City seeks assurance that, effective on closing of the Vanguard/DMC transaction, any restrictions now existing as to DMC's operation of DRH will be assumed by Vanguard; and

WHEREAS, DMC and Vanguard are prepared to provide such assurances,

NOW, THEREFORE, IT IS AGREED as follows:

1. In the event Vanguard (directly, or by a subsidiary) acquires DMC, Vanguard expressly commits that it will assume all DMC's obligations under the 1980 transaction by which DMC acquired DRH. Vanguard will stand in the shoes of DMC and fully assume all obligations, whether contractual or statutory. Vanguard agrees to honor these obligations, even if the obligations extend beyond the 10 year mission support period provided in the Vanguard/DMC agreement.

2. The City agrees to consent to the assignment of the Tolan Field property from DMC to Vanguard for the purpose of building a Children's Pediatric Center, which assignment can be made only upon the closing of the final DMC/Vanguard purchase agreement.

3. This Agreement shall not be construed as imposing any obligation on Vanguard (including any obligation to proceed with the DMC transaction) other than as stated above.

4. This Agreement shall be governed by Michigan law.

5. This Agreement can be executed in counterparts and/or by facsimile or e-mail scan, and if so executed shall be fully valid and binding.

CITY OF DETROIT,
a Michigan public body corporate

By: _____
Its: _____
Date: _____

DETROIT MEDICAL CENTER,
a Michigan non-profit corporation

By: Michael E. Duran
Its: CEO
Date: 4/22/10

VANGUARD HEALTH SYSTEMS, INC.,
a Delaware Corporation

By: Harold H. Pilgram, Jr.
Its: SVP & Chief Dev Officer
Date: 4/22/10

1. In the event Vanguard acquires DMC, Vanguard expressly commits that it will assume all DMC's obligations under the 1980 transaction by which DMC acquired DRH. Vanguard will stand in the shoes of DMC and fully assume all obligations, whether contractual or statutory. Vanguard agrees to honor these obligations, even if the obligations extend beyond the 10 year mission support period provided in the Vanguard/DMC agreement.

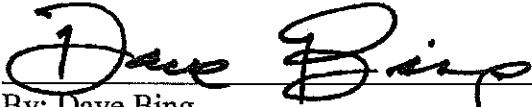
2. The City agrees to consent to the assignment of the Tolan Field property from DMC to Vanguard for the purpose of building a Children's Pediatric Center, which assignment can be made only upon the closing of the final DMC/Vanguard purchase agreement.

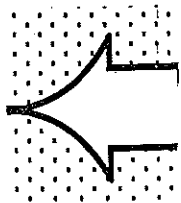
3. This Agreement shall not be construed as imposing any obligation on Vanguard (including any obligation to proceed with the DMC transaction) other than as stated above.

4. This Agreement shall be governed by Michigan law.

5. This Agreement can be executed in counterparts and/or by facsimile or e-mail scan, and if so executed shall be fully valid and binding.

CITY OF DETROIT,
a Michigan public body corporate


By: Dave Bing
Its: Mayor
Date: 4-22-10



DETROIT MEDICAL CENTER,
a Michigan non-profit corporation

By: _____
Its: _____
Date: _____

VHS of Michigan, Inc.
a Delaware Corporation

By: _____
Its: _____
Date: _____

TRUE COPY CERTIFICATE

Form C of D—16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said
State, do hereby certify that the annexed paper is a TRUE COPY OF resolution
SPECIAL
adopted (passed) by the City Council at session of

April 22, 20¹⁰

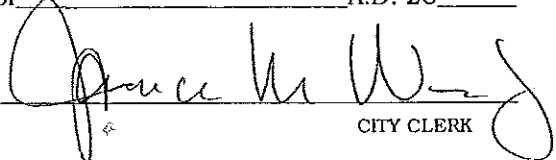
and approved by Mayor

April 22, 20¹⁰

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid;
that I have compared the same with the original, and the same is a correct transcript therefrom, and of the
whole of such original.

In Witness Whereof, I have hereunto set my hand
and affixed the corporate seal of said City, at
Detroit, this 22nd

day of April A.D. 20¹⁰


CITY CLERK

**A RESOLUTION BY DETROIT CITY COUNCIL
MEMBER LEONARD**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF
DETROIT, DETROIT MEDICAL CENTER AND VANGUARD HEALTH SYSTEMS,
INC. CONCERNING THE TOLAN FIELD PROPERTY**

- WHEREAS** In 1980 the Michigan Legislature passed the "Transfer of Clinics Building and Detroit Receiving Hospital Act" setting forth the terms and conditions under which the transfer of Detroit Receiving Hospital and the associated clinics building be effectuated and the manner in which they shall continually be operated by the DMC; and
- WHEREAS** In June 1980, the City of Detroit (City) and Detroit Medical Center (DMC) entered into a Sublease Agreement whereby DMC subleased Detroit Receiving Hospital from the City; and
- WHEREAS** In September 2006, the City provided a quit claim deed that preserved the terms of the 1980 Sublease Agreement and conveyed to DMC the City's right, title and interest in Detroit Receiving Hospital; and
- WHEREAS** In December of 2009, the City and DMC entered into a non-assignable Development Agreement regarding the acquisition and development of approximately 5.31 acres of real property comprising the North 375 feet of Edward Tolan Play Field for the purpose of constructing a Children's Pediatric Center; and
- WHEREAS** In connection with the City's consideration of the DMC's request for approval of the Renaissance Zone and assignment of the Tolan Field Development Agreement, the City seeks assurances that, effective on the closing of the Vanguard transaction with DMC, Vanguard agrees to continue any and all contractual and statutory obligations previously held by the DMC with regard to providing health care to the residents of the City, regardless of race, ethnicity, religious belief or economic status, and particularly to provide charity care for the City's indigent population; and
- WHEREAS** The City Council has a vested interest in citizens retaining access to medical care, especially the underinsured and uninsured, and supports the investment of at least \$850 million dollars in capital improvements to the DMC in the next five (5) years; **NOW THEREFORE BE IT**
- RESOLVED** That the Detroit City Council approves the Agreement between the City, DMC and Vanguard relative to the assignment of a portion of Tolan Field as consideration for Vanguard agreeing to be bound by any and all contractual and statutory obligations held by the DMC resulting from the

1980 transfer of clinics and Detroit Receiving Hospital; and **BE IT FURTHER**

RESOLVED

That a copy of this resolution be sent to the Mayor's Office, Detroit Medical Center, Vanguard Health Systems, Inc. and the Wayne County Executive's Office.

**ADOPTED AS FOLLOWS:
COUNCIL MEMBERS...**

		YEAS	NAYS	YEAS	NAYS
Gary	BROWN	✓		✓	
Kenneth V.	COCKREL, JR			✓	Abstained
Saunteel	JENKINS	✓		✓	
Brenda	JONES	✓		✓	
Kwame	KENYATTA	✓		✓	(S+)
Andre L.	SPIVEY	✓		✓	
James	TATE	✓		✓	
Jo Ann	WATSON		✓	✓	
Charles PRESIDENT	PUGH	✓			
* PRESIDENT PRO TEM.		7	1	9	0

WAIVER OF RECONSIDERATION (No. /)
per motions before adjournment.