

**CONTRACT BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL,
DLP HEALTHCARE, LLC
and
MARQUETTE GENERAL HOSPITAL, INC.**

The Michigan Department of Attorney General (“Department”) and DLP Healthcare, LLC (“DLP” or “Contractor”), agree that Contractor will pay for the expert services to assist the Department in its review of the proposed sale (“Sale”) of substantially all assets of Marquette General Hospital, Inc. (“MGH”) to DLP Marquette Holding Company, LLC (“Buyer”), a wholly owned subsidiary of DLP, and other related matters as assigned by the Attorney General or his designee under the terms and conditions set forth below.

The Sale is proposed in an Asset Purchase Agreement (“APA”) dated June 28, 2012 between MGH and Buyer. The APA specifically makes the Department’s approval or non-objection a condition of the Sale.

The primary purpose of this Contract is to permit the Department to complete a thorough but expeditious review of the APA 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 DLP’s financial obligations under this Contract;
- Minimizes disruption and inconvenience to MGH and DLP personnel;
- Avoids unnecessary delay in completing the Department’s review.

1. Issuing Office

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

2. Description of Services

A. Contractor agrees to be solely responsible for the payment of all fees and expenses relating to the expert review of the Sale for the Department by Stout Risius Ross, Inc., the qualified consulting firm (“Expert”) selected by the Department, performed in accordance with the Contract Between The Department of Attorney General And Stout Risius Ross, Inc. attached to this agreement as Exhibit 1 (“SRR Contract”), *provided* that DLP’s maximum liability for payment of services rendered by Expert is unconditionally capped at \$200,000. While Contractor will bear sole responsibility for all compensation and reimbursement of expenses payable to the Expert in accordance with this section and the SRR Contract, the Expert’s work will be exclusively directed by the Department and performed solely for and on behalf of the

Department. All services will constitute work product subject to the attorney work-product doctrine.

B. Responsibilities of DLP:

1. to promptly pay amounts to Expert upon receipt of the Department's approval of Expert's billing statements;
2. to refrain from providing information to or otherwise interacting with Expert, except as specifically requested by the Department or its 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 produced pursuant to non-disclosure agreements with third parties, including MGH. DLP may permit the Department and/or its Expert to review such information on an "inspection only" basis without acquiring possession of documents embodying the information. DLP 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. DLP agrees that if DLP and the Department are not able to resolve this issue, either party may seek guidance from the court.

C. Responsibilities of MGH:

1. to give the Department and its Experts reasonably prompt access to requested documents via a limited-access (e.g., password-protected) web page hosted by DLP, MGH, or its legal counsel and to make other information and members of MGH 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 its 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 DLP. MGH may permit the Department and/or its Expert to review such information on an "inspection only" basis without acquiring possession of documents embodying the information. MGH 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. MGH agrees that if DLP and the Department are not able to resolve this issue, either party may seek guidance from the court.

4. MGH 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 its Expert:

1. to reasonably minimize disruption to MGH and DLP personnel;
2. to proceed expeditiously to avoid unnecessary delay in the Department's completion of its review;
3. to transmit summary billing invoices to the Department and to prepare billing statements itemizing services and expenses per standard State contracting practices;
4. to agree to the not-to-exceed cost specified in Section 4 below;
5. to immediately cease work if MGH or DLP communicates in writing to the Department that the Sale will not proceed;
6. 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 SRR Agreement, material conspicuously marked "Confidential" by MGH or DLP;
7. to direct the Expert to execute a Non-Duplication Agreement in the form attached hereto as Exhibit 2.

3. Term of Contract

This Contract covers services rendered during the period of July 10, 2012 through December 31, 2012. This Contract may be extended only by the written agreement of the parties.

4. Compensation for Services Provided

A. The SRR Contract will specify a fixed-fee of \$150,000 (the "Fixed-Fee") (excluding expenses reimbursable under the SRR Contract). DLP agrees to pay for all compensation and reimbursement of expenses payable to the Expert in accordance with this section and the SRR Contract, *provided* that DLP's maximum liability for payment of services rendered by Expert is unconditionally capped at \$200,000.

B. If the contemplated transaction is terminated and/or Expert's work is stopped by the Department, for any reason other than Expert's material breach of its obligations under this Agreement, prior to the issuance of Expert's written report and opinion, then Expert's total fee for all services furnished shall be \$75,000 plus out of pocket expenses incurred to date.

C. Due to the nature of the services and the difficulty in estimating actual total costs, DLP will pay a \$75,000 retainer to Expert upon execution of this Contract. Such payment shall be made promptly to avoid unnecessary delay in the performance of the Expert's services.

D. Contractor agrees that Expert is a third party beneficiary to this contract.

E. DLP acknowledges that the retainer is not a substitute for DLP's timely payment of fees and out of pocket expenses. The retainer shall be paid to Expert before Expert is obligated to perform any work in respect of the review. Expert will invoice the Department the balance of the Fixed-Fee upon issuance of Expert's written report and opinion. The Department will send a summary invoice to DLP for the balance of the Fixed-Fee and any Expert expenses reimbursable under the SRR Contract, and DLP shall pay such invoice within 14 days after receipt.

F. Subject to the provisions of subsection 4.B of this Agreement, at the completion or earlier termination of the work for the review, without further authorization from Department, Expert may apply the retainer to any unpaid fees, out of pocket expenses and other charges due Expert in accordance with the SRR Agreement, and any amount of the retainer that is not required to pay the Expert's fees, out of pocket expenses, or other charges in accordance with the SRR Agreement will be refunded to DLP at such time. DLP acknowledges that: (i) the retainer will not be held in a separate account and may be deposited into Expert's general operating accounts and (ii) DLP is not entitled to any interest on the retainer.

5. Identification of Experts and Key Personnel

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

Jay B. Wachowicz	Managing Director
Jeffrey S. Phillips	Managing Director
John W. VanSanten	Managing Director
Mark R. Fournier	Director

DLP or MGH may promptly notify the Department of any potential conflicts of interest involving persons performing services for the 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 DLP and MGH.

6. Billings

Expert will prepare and submit invoices and billing statements in accordance with the SRR Contract.

Once the billing statements have been reviewed and approved, the Department will send a summary invoice to DLP. DLP shall pay all invoices within 14 days after receipt.

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

7. Notices

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

For the Department: William R. Bloomfield, Assistant Attorney General AND
Joseph J. Kylman, Charitable Trust Auditor
Department of Attorney General
Consumer Protection Division - Charitable Trust Section
Williams Bldg.
525 W. Ottawa – 1st Floor
Lansing, MI 48909
517-335-0855
517-335-1935 (fax)
BloomfieldW@michigan.gov
KylmanJ@michigan.gov

For DLP: Paul Hannah
Senior Vice President
Strategic Growth and Development
103 Powell Court
Brentwood, TN 37027
Phone 615.565.1538
Fax 615.695.8414
Paul.Hannah@lpnt.net

AND a copy to:

W. Kenneth Marlow, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
615.850.8111

For MGH: ken.marlow@wallerlaw.com
Jerry Worden
Senior Vice President and Chief Financial Officer
580 West College Avenue
Marquette, MI 49855
906.225.3581
Jerry.Worden@mghs.org

AND a copy to:

Tami M. Seavoy
In-House Legal Counsel
580 West College Avenue
Marquette, MI 49855
906.225.3581
Tami.Seavoy@mghs.org

8. Reserved

9. Termination

DLP or MGH may terminate this Contract upon sixty (60) days written notice to the Department. DLP shall remain obligated to pay the Expert for services already rendered and expenses already incurred.

10. Property and Publication Rights

Not applicable.

11. Disclosure of Information

The Department agrees not to acquire or attempt to acquire possession of, nor to duplicate, material conspicuously marked "Confidential" by MH or DLP, whether made available electronically on a limited-access basis through a web site of DLP, MGH, or its legal counsel or in hard copy for inspection only. Without limitation, the Department will not attempt to download, "screen print" or otherwise capture or reproduce Confidential information.

The Department shall in good faith discuss with DLP and MGH the extent to which such information may be disclosed by the Department at the conclusion of its review. The Department agrees that if DLP, MGH, 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, 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, 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. The Contractor 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, 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 attached Exhibit 1 and Exhibit 2, 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.

Signatures appear on next page.

17. Authorized Signature

DLP agrees that Paul Hannah is authorized to sign on its behalf.

Dated: _____
Paul Hannah
Senior Vice President
Strategic Growth and Development
DLP Healthcare, LLC

MGH agrees that Jerry Worden is authorized to sign on its behalf.

Dated: _____
Jerry Worden
Senior Vice President and Chief Financial Officer
Marquette General Hospital

Dated: _____
William Schuette, Attorney General, or his
designee

Open.22374.21541.12015834-1