

## **NON-DUPLICATION AGREEMENT**

Marquette General Hospital (“MGH”), DLP Healthcare, LLC (“DLP”) and Stout Risius Ross, Inc., (“AG Consultant”) hereby enter into the following Non-Duplication Agreement (“Agreement”):

### **Recitals**

**A.** The Michigan Attorney General (“Department”) has engaged the AG Consultant to assist the Department in reviewing a proposed transaction between the DLP Marquette Holding Company, LLC, a wholly owned subsidiary of DLP Healthcare, LLC (“DLP”).

**B.** In connection with the services to be performed by AG Consultant, MGH and DLP will provide the AG Consultant with access to various documents.

**C.** Pursuant to DLP and MGH’s contract with the Department (the “DLP-MGH-AG Contract”), MGH and DLP shall have the right to identify certain documents as Confidential. As to such documents, MGH and DLP may provide “view only” access, via a password-protected website, to the AG Consultant and Department, and those entities shall not take possession of such documents, subject to the terms and conditions of the DLP-MGH-AG Contract.

NOW, THEREFORE, it is agreed as follows:

1. The AG Consultant agrees as follows with respect to documents identified as Confidential by the MGH or DLP: The AG Consultant agrees not to acquire or attempt to acquire possession of, nor to duplicate, material conspicuously marked “Confidential” by MGH or DLP (“Confidential Information”), whether made available electronically on a limited-access basis through a website of MGH, DLP or any of their respective legal counsel or in hard copy for inspection only. Without limitation, the AG Consultant will not attempt to download, “screen print” or otherwise reproduce, or otherwise attempt to acquire possession of, Confidential Information. Information previously produced to the Department by MGH or DLP 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 MGH or DLP.

2. As a condition to MGH and DLP providing Confidential Information or granting access to Confidential Information to the AG Consultant, the AG Consultant agrees to treat any and all such Confidential Information from or about MGH or DLP as confidential and proprietary to MGH or to DLP, as the case may be. Except as expressly provided in this Agreement or as required by law, the AG Consultant 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 the AG Consultant.

3. If, after completion of its engagement by the Department, AG Consultant 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 DLP-MGH-AG Contract, then the Department, MGH and DLP shall make such Confidential Information available to AG Consultant electronically on a limited-access basis through a website of MGH, DLP or any of their respective legal counsel, provided that the provisions of Sections 1 and 2 of this Agreement shall continue to apply to such Confidential Information and provided further that AG Consultant shall notify the Department, MGH and DLP when AG Consultant no longer requires such access and upon receipt of such notice, the Department, MGH and DLP shall terminate AG Consultant's access to the Confidential Information.

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

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

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

Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Stout Risius Ross, Inc.