

FIRST AMENDMENT TO PROTECTION OF CHARITABLE ASSETS AGREEMENT

THIS FIRST AMENDMENT TO PROTECTION OF CHARITABLE ASSETS AGREEMENT (“Amendment”) is made effective as of _____, 2016 by and between the Michigan Department of Attorney General (“Attorney General”) and Prime Healthcare Foundation, Inc., a Delaware nonprofit corporation (“Prime Foundation”).

A. The parties executed a Protection of Charitable Assets Agreement (the “Agreement”);

B. Subsequent to the Transaction, Buyer intends to enter into a sale and lease back real estate financing arrangement that may include Transferred Assets (“Real Estate Transaction”); and

C. The parties desire that notwithstanding the Real Estate Transaction, all Transferred Assets shall remain subject to and in compliance with the Protection of Charitable Assets Agreement.

For and in consideration of the premises, agreements, covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following:

1. A new provision, Section III.A.2, is hereby added to the Protection of Charitable Assets Agreement, reading as follows:

To make the Real Estate Transaction, provided, however, that to the extent the Real Estate Transaction involves Transferred Assets, the Transferred Assets and any entity to which the Transferred Assets are sold or otherwise transferred, shall comply with all requirements of Section II.D.

2. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Protection of Charitable Assets Agreement.

[Signature page follows].

In Witness Whereof, a designee of the Attorney General and a duly authorized representative of the Foundation have executed this Amendment as of the day and year first above written.

Michigan Department of Attorney General

Dated: _____

Prime Healthcare Foundation, Inc.

Dated: _____