

**CONTRACT BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL,
ALIXPARTNERS, WYOMING MICHIGAN HOLDINGS, LLC, AND
METROPOLITAN HEALTH CORPORATION**

In consideration of their respective promises and obligations under this agreement (“Agreement” or “Payment Contract”), the Michigan Department of Attorney General (“Department”), AlixPartners, LLP (“Expert”), Wyoming Michigan Holdings, LLC (the “Company” or “Buyer”), and Metropolitan Health Corporation (“Metro Health” or “Seller”) agree as follows:

The Department and Expert have entered into a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND ALIXPARTNERS 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 joint venture transaction involving Metro Health and Buyer, a subsidiary of Community Health Systems, Inc. (the “Transaction”), and other related matters as assigned by the Attorney General or his designee, as more fully specified in the Expert Contract (collectively, the “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 Transaction.

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 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 between the Department and Contractor attached to this agreement as Exhibit A (“Expert Contract”). While Buyer will bear sole responsibility for all compensation and

reimbursement of expenses payable to the Expert in accordance with this section and the Expert Contract, the 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 fee not exceeding \$77,000 (the "Expert Fee") for delivery of Expert's written report (the "Report") for the Transaction.
2. to reimburse Expert for reasonable and necessary meals, lodging, telephone, and travel expenses.
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 its 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 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 Buyer. Seller 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. 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 its 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 Expert Fee upon issuance of Expert's Report;
5. to transmit to the Department a summary invoice containing only the Expert 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 Transaction 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 the Expert to execute the 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 Report 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 Expert Fee which is estimated to be between \$57,000 and \$77,000 for Expert Services related to the Transaction, payable upon delivery of the Report.

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 Experts and Key Personnel

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

R. Bruce Den Uyl	Managing Director
Marc Brown	Director

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 send a summary invoice and supporting documents to Buyer, upon request, after the Department's review has been concluded and the 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
Department of Attorney General
Corporate Oversight Division
Williams Bldg.
525 W. Ottawa – 6th Floor
Lansing, MI 48933
517-373-1160

517-335-6755 (fax)
BloomfieldW@michigan.gov

For Buyer: Wyoming Michigan Holdings, LLC
4000 Meridian Boulevard
Franklin, TN 37067
Attention: Kevin C. Howard
Vice President
Telephone: (615) 465-7355
Facsimile: (615) 373-9704
Email: Kevin_Howard@chs.net

For Seller: Metropolitan Health Corporation
5900 Byron Center Avenue, S.W.
Wyoming, MI 49519
Attention: Kris Kurtz
Telephone: (616) 252-4844
Facsimile: (616) 252-0106
Email: kris.kurtz@metrogr.org

With Copy to: Drinker Biddle & Reath LLP
191 N. Wacker Drive, Suite 3700
Chicago, IL 60606
Attention: Douglas B. Swill
Telephone: (312) 569-1270
Facsimile: (312) 569-3270
Email: Douglas.Swill@dbr.com

For Expert: AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attn: General Counsel

8. Termination

Seller or Buyer may terminate this Contract upon sixty (60) days written notice to the Department. Buyer shall remain obligated to pay the 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 their legal counsel or in hard copy for inspection only.

Without limitation, neither the Department, nor Expert will not 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.

10. 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.

11. 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.*

12. 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.

13. 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.

14. 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.

15. Authorized Signature

Buyer agrees that Ken Hawkins is authorized to sign on its behalf.

Dated: _____
Wyoming Michigan Holdings, LLC

Seller agrees that Kris Kurtz is authorized to sign on its behalf.

Dated: _____
Metropolitan Health Corporation

Expert agrees that R. Bruce Den Uyl, Managing Director, is authorized to sign on its behalf.

Dated: _____
Bruce Den Uyl
AlixPartners, LLP

The Department of Attorney General agrees that Joseph E. Potchen is authorized to sign on its behalf.

Dated: _____
Joseph E. Potchen
Corporate Oversight Division Chief
Michigan Department of Attorney General

Incorporated Exhibits

Exhibit A – Expert Contract

Exhibit B – Confidentiality and Non-Duplication Agreement