

MONITOR AGREEMENT

This Monitor Agreement (“Agreement”) entered into by and between ProMedica Health System, Inc. (“ProMedica” or “Respondent”) and The Infinity Group, Inc., an Oregon Corporation for the services of Alan Yordy (the “Monitor”) provides as follows:

WHEREAS, on March 22, 2012, the United States Federal Trade Commission (the “Commission”) issued its Final Order in the matter of ProMedica Health System, Inc., Docket No. 9346 (the “Order”);

WHEREAS, the Order was stayed pending appeal by ProMedica;

WHEREAS, on April 22, 2014, the U.S. Court of Appeals for the Sixth Circuit (the “Sixth Circuit”) denied ProMedica’s petition for review and affirmed the Order;

WHEREAS, on December 22, 2014, ProMedica filed a petition for a writ of certiorari in the Supreme Court of the United States seeking review of the Sixth Circuit’s decision;

WHEREAS, on May 4, 2015, the Supreme Court of the United States denied ProMedica’s petition for writ of certiorari and the Order became final and effective as of such date;

WHEREAS, the Order requires ProMedica to divest the St. Luke’s Hospital Assets absolutely and in good faith;

WHEREAS, the Commission initially appointed Thomas J. Strauss (“Strauss” as monitor pursuant to the Order to monitor ProMedica’s compliance with the terms of the Order and Strauss served as monitor pursuant to a Monitor Agreement entered into between Strauss and ProMedica on April 21, 2016;

WHEREAS, Strauss resigned his position as monitor on August 16, 2017, necessitating the appointment of a new monitor and has recommend the appointment of Alan Yordy to serve as monitor;

WHEREAS, the Commission has appointed Alan Yordy of The Infinity Group, Inc. as Monitor pursuant to the Order to monitor ProMedica’s continuing compliance with the terms of the Order, and Alan Yordy

WHEREAS, the Order further provides that Respondent shall execute a Monitor Agreement, subject to the approval of the Commission, that confers all the rights, powers, and authority necessary to permit the Monitor to carry out his duties and responsibilities pursuant to the Order;

WHEREAS, this Agreement conforms with the requirements of the Order and does not contradict the Order; and

WHEREAS, the parties to this Agreement intend to be legally bound, subject only to the Commission’s approval of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not specifically defined herein shall have the respective definitions given to them in the Order.
2. The Monitor shall have all of the powers, responsibilities and protections conferred upon the Monitor by the Order, including but not limited to monitoring ProMedica's compliance with the terms of the Order and in a manner consistent with the purposes of the Order and in consultation with the Commission or its staff.
3. Respondent shall transfer to and confer upon the Monitor all rights, powers and authority necessary to permit the Monitor to perform his duties and responsibilities pursuant to the Order and consistent with the purposes of the Order.
4. Subject to applicable laws and regulations, Respondent shall cooperate with the Monitor in the performance of his duties, and the Monitor shall have full and complete access to the personnel, books, records, documents and facilities of the Respondent, and to any other relevant information as the Monitor may reasonably request including, but not limited to, all documents and records kept by Respondent in the ordinary course of business that relate to the St. Luke's Hospital Assets. Respondent shall develop such financial or other information as the Monitor may reasonably request and shall cooperate with the Monitor. The Monitor shall give Respondent reasonable notice of any request for such access or such information. The Monitor shall attempt to schedule any access or requests for information in such a manner as will not unreasonably interfere with Respondent's operations. At the request of the Monitor, Respondent shall promptly arrange meetings and discussions, including tours of relevant facilities, at reasonable times and locations between the Monitor and employees of Respondent who have knowledge relevant to the proper discharge of his duties and responsibilities under the Order.
5. ProMedica shall provide the following reports to the Monitor: (i) no later than twenty (20) days after the date the Monitor is appointed by the Commission, a copy of the Accounting required by Paragraph IV.B. of the Order; and (ii) copies of all compliance reports filed with the Commission.
6. The Monitor shall:
 - a. have authority to employ, at the expense of Respondent, such consultants, accountants, attorneys and other representatives and assistants (the "Third Parties") as are reasonably necessary to carry out the Monitor's duties and responsibilities;
 - b. carry out the Monitor's duties and responsibilities, including submitting periodic reports in writing to the Commission (i) every sixty (60) days from the date the Commission appoints the Monitor (without regard to the finality of the divestiture requirements), (ii) no later than ten (10) days from the date ProMedica completes its obligations under the Order, and (iii) any other time as requested by the staff of the Commission, concerning the efforts to

accomplish the purposes of the Order and Respondent's compliance with its obligations under the Order; and

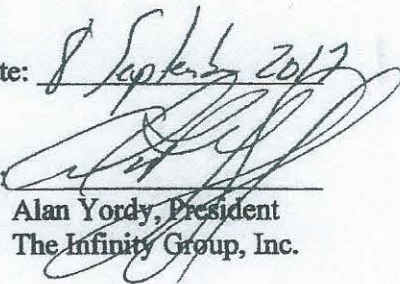
- c. enter into a confidentiality and non-disclosure agreement with Respondent of even date herewith (the "NDA"), the terms of which are incorporated herein by reference.
7. Respondent will pay the Monitor in accordance with the fee schedule attached hereto as **Confidential Exhibit A** for all time spent in the performance of the Monitor's duties and responsibilities as Monitor, and all reasonable and necessary travel time. In addition, Respondent will pay (i) all out-of-pocket expenses incurred by the Monitor in the performance of the Monitor's duties, including any travel, and (ii) all fees and disbursements incurred by such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties. At its own expense, Respondent may retain an independent auditor to verify such invoices. Monitor shall provide Respondent with monthly invoices for time and expenses. Respondent shall pay such invoices within thirty (30) days of receipt. The Monitor shall have full and direct responsibility for compliance with all applicable laws, regulations and requirements pertaining to work permits, income and social security taxes, unemployment insurance, worker's compensation, disability insurance, and the like.
8. Respondent hereby confirms its obligation to indemnify the Monitor and any Third Parties retained by him in the fulfillment of the Monitor's duties and responsibilities and hold the Monitor and the Third Parties harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties hereunder, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from the Monitor's gross negligence or willful misconduct. The Monitor's maximum liability to Respondents relating to services rendered in accordance with this Agreement (regardless of form of action, whether in contract, statutory law, or tort) shall be limited to an amount equal to the total sum of the fees paid to the Monitor by the Respondent. Any claim arising from this Agreement that Respondents may have against the Monitor must be brought no later than one (1) year following the termination or expiration of this Agreement. The Monitor warrants that it will perform its obligations hereunder in good faith, and disclaims other warranties, expressed or implied, other than those expressly agreed to in writing between the parties.
9. In the performance of his functions and duties under this Agreement, the Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of his or her own business affairs.
10. If the Monitor becomes aware during the term of this Agreement that he has or may have a conflict of interest that may affect or could have the appearance of affecting

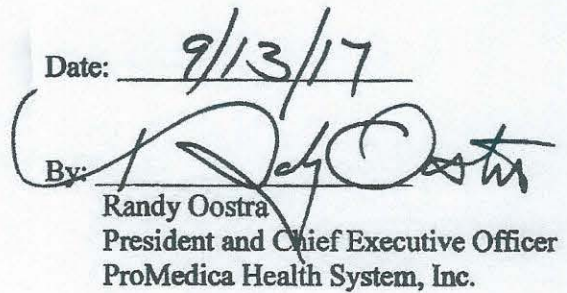
the performance of any of his duties or responsibilities under this Agreement, the Monitor shall promptly inform Respondent and the Commission of any such conflict.

11. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive laws of Delaware (regardless of any other jurisdiction's choice of law principles), including all matters of construction, validity and performance. The Order shall govern this Agreement and any provisions herein which conflict or are inconsistent with it may be declared null and void by the Commission and any provision not in conflict shall survive and remain a part of this Agreement.
12. This Agreement shall terminate upon the earlier of: (a) Respondent's receipt of written notice from Commission staff that the Commission failed to approve the appointment of the Monitor; (b) Respondent's receipt of written notice from the Commission that the Commission has determined that the Monitor has ceased to act or failed to act diligently and consistent with the purposes of the Order; (c) three (3) business days following completion of the Monitor's duties and responsibilities under Paragraph 6 after Respondent completes its last obligation under the Order; or (d) with at least thirty (30) days advance notice to be provided by the Monitor to Respondent and the Commission, upon resignation of the Monitor. If this Agreement is terminated for any reason, the confidentiality provisions in the NDA will remain in force in effect.
13. The Monitor will serve under this Agreement in a fiduciary capacity for the benefit of the Commission.
14. The Monitor will serve under this Agreement as an independent contractor. The relationship of employer and employee shall not exist between the Monitor and Respondent.
15. Nothing in this Agreement shall require Respondent to disclose any material information that is subject to a legally recognized privilege or that Respondent is prohibited from disclosing by reason of law.
16. This Agreement may not be assigned or otherwise transferred by Respondent or the Monitor without the consent of Respondent and the Monitor and the approval of the Commission. Any such assignment or transfer shall be consistent with the terms of the Order.
17. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless made in writing, signed by all parties, and approved by the Commission. Any such amendment, modification, termination or waiver shall be consistent with the terms of the Order.
18. This Agreement is subject to the prior approval of the Commission.

19. This Agreement, and those portions of the Order incorporated herein by reference, constitute the entire agreement of the parties and supersede any and all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter hereof.
20. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the last date set forth below.

Date: 8 September 2017
By: 
Alan Yordy, President
The Infinity Group, Inc.

Date: 9/13/17
By: 
Randy Oostra
President and Chief Executive Officer
ProMedica Health System, Inc.