

## Summary of APA, Operating Agreement and Lease

- That MCHS construct a new, up to \$35 Million facility in Rusk County (Operating Agreement Par. 2)
- MCHS will construct the new facility within 5 years of the Closing Date (Operating Agreement Def. of Construction Period and Par. 2)
- Closing Date to occur on or before February of 2019 (APA 11.1)
- Create a Local Advisory Board (Operating Agreement Par. 7)
- MCHS will not discontinue or substantially diminish any Core Service Lines (Operating Agreement Par 7. And Def. of Core Service Line)
- In the event that they do not comply with the above, Rusk County has the option to purchase the equipment which was conveyed simultaneous with this transaction for the sum of \$1.00 and all equipment/assets purchased by MCHS after the sale date for the book value. (Operating Agreement Par. 3)
- A Minimum of \$3,000,000.00 is retained by Rusk County to cover wind down expenses. (APA 12.13 (dd))
- MCHS pays a minimum of \$400,000.00 per year in lease payments to the County for rent on a monthly basis (this is in addition to the 100k received annually from the nursing home) Lease
- Marshfield Clinic will not deny privileges or appointment to practitioners solely because they are not affiliated Marshfield Clinic (Operating Agreement 6c)