

Treasury Management Services Comprehensive Agreement ©2012



1. Agreement

This Agreement is in two parts. The first part contains the general terms and conditions under which **PNC Bank, National Association** or one of its affiliates ("**we**", "**us**" or "**Contractor**") will provide certain Treasury Management Services (each a "**Service**" and collectively, the "**Services**") to you. These general terms and conditions are in the sections below numbered 1 through 25. By signing below, you and we agree to be legally bound by these general terms and conditions. The second part of this Agreement contains terms and conditions applicable to the specific Services you select. We will give you the terms and conditions for a Service before you begin to use it. You and we agree to be legally bound by the terms and conditions specifically applicable to a Service when you begin to use that Service.

In addition, detailed procedures for the use of certain Services are contained in implementation documents ("**Documentation**") which, if applicable to a Service, we will supply to you before you begin to use that Service. When you begin to use a particular Service, you agree to be legally bound by all of the terms stated in the Documentation for that Service. The Documentation is an integral part of this Agreement and is incorporated into it by reference. This Agreement and the Documentation are intended to be read together. However, if there is any inconsistency between them, the terms of the Documentation will control.

As used in this Agreement, the terms "**you**", "**your**", "**yours**", and "**Hospital District**" refer collectively to the entities signing this Agreement. You shall notify us in writing before any other entity uses a Service and shall sign or otherwise provide to us, and cause such other entity to sign or otherwise provide to us, such authorizing resolutions or other documentation in connection therewith as we may reasonably require.

This Agreement, including the Documentation, may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement sent electronically shall be considered to be a "writing" or "in writing" and shall constitute an "original" when printed from electronic files or records established or maintained in the normal course of business.

Your deposit accounts with us that you use in connection with the Services are also subject to the Account Agreement for Business Accounts ("**Account Agreement**") that has been separately provided to

you. The Account Agreement is an integral part of this Agreement and is incorporated herein by reference as amended from time to time. This Agreement and the Account Agreement are intended to be read together. However, if there is any inconsistency between this Agreement (including without limitation the Documentation) and the Account Agreement, the terms of this Agreement (including without limitation the Documentation) will control. Your demand deposit or interest bearing checking account (if applicable) is also subject to our Funds Availability Policy, which is incorporated herein by reference as amended from time to time.

If there is any inconsistency between this Agreement (including without limitation the Documentation) and any other agreement between us regarding the Services, the terms of this Agreement shall control. Notwithstanding anything to the contrary in this Agreement, the Documentation, the Account Agreement, or any other agreement between us, if there is any inconsistency between the business associate agreement to which we and you are parties (the "**BAA**") and any other agreement between us, the terms of the BAA will control.

For purposes of all agreements between us that may be compared for inconsistencies, the parties acknowledge that it is their intent that no inconsistencies shall be considered to exist where more specific language (including, without limitation, limiting language) is included in one agreement but not in the other and, in such event, the more specific language will control.

The Services are subject to applicable law including, without limitation, the Uniform Commercial Code and the regulations and rules of the Federal Reserve Board. You and we agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time ("**laws**"), including without limitation the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control. If there is a conflict between this Agreement (including, without limitation, the Documentation and the Account Agreement) and any law, then this Agreement shall be enforced to vary from such law to the fullest extent that the law allows.

2. Services

You may request additional Services (or delete existing Services) in the future by informing us in writing. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to

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process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent.

3. Fees

Fees for the Services are set forth in Exhibit A attached hereto and made a part hereof. The fees in Exhibit A shall remain unchanged for five (5) years from the date of this Agreement, unless this Agreement is sooner terminated by either party. Unless we otherwise agree with you in writing, we will perform a monthly analysis of your accounts with us to determine if your non-interest bearing, collected, demand deposit balances for the month (net of balances required to support account activity) are sufficient, as determined solely by us, to compensate us for that month's fees. To the extent compensating balances are not sufficient, we will debit one of your accounts with us for the difference. Your monthly fees will be set forth on your monthly account analysis statement.

We will inform you separately if there are any fees that you may not pay by compensating balances. We will debit one of your accounts with us for such fees.

4. Security Procedures

If required for a Service, you must select a security procedure ("**Security Procedure**") from the options we offer and name one or more authorized representatives (each an "**Authorized Representative**") to initiate transactions and act for you with respect to the Services. If we follow a Security Procedure that is commercially reasonable (as determined by law) in acting on any instruction, direction, payment order, funds transfer or other debit or credit order (each an "**Instruction**") issued in your name: (a) we shall be entitled to rely without investigation on such Instruction, and (b) you shall be bound by such Instruction, whether or not such Instruction is actually authorized by you.

Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and we assume no responsibility for doing so. We also assume no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by your employees, agents or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. If we become aware of any unauthorized disclosure or use of a Security Procedure or other breach of security by your employees, agents or representatives, or any third party, we will use reasonable efforts to notify you promptly of such disclosure, use or other breach. You shall promptly

notify us of any suspected breach of security, whether or not involving your employees, agents or representatives.

You acknowledge that you have been advised of the various Security Procedures employed by us, that you understand them, and that the Instructions you will issue to us under this Agreement will employ Security Procedures suitable to your particular circumstances.

We reserve the right to change the Security Procedures. We will give you reasonable advance notice of such change, provided that we may change the security procedures without prior notice if we determine in good faith that such action is necessary to protect against a security threat.

5. Confidentiality

Our Security Procedures are strictly confidential and should be disclosed only to those individuals who are required to know them. If a Security Procedure involves the use of security codes, personal identification numbers ("**PINs**"), other confidential information, check stock, or other security devices, (collectively, "**security devices**") you shall safeguard these security devices and make them available only to the individuals to whom they are issued as indicated, if applicable, on a sealed envelope or other package containing the security devices. You must instruct those individuals that they should not disclose or otherwise make available to anyone the Security Procedures or security devices. You must establish and maintain procedures to assure the confidentiality of and protected access to the Security Procedures and security devices.

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, "**Confidential Information**"). The Receiving Party

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shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, affiliates, agents, consultants or representatives ("**Representatives**") on a need-to-know basis, and to its applicable regulatory authorities and auditors. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to (a) protect the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the other or to the other's customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information.

Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives or any other party; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge after appropriate inquiry, are not under an obligation of confidentiality; (d) was known to or in the possession of the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed

by the Receiving Party without reference to the Disclosing Party's Confidential Information.

You and we agree that any breach of these confidentiality provisions may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section, the Receiving Party may disclose Confidential Information solely to the extent required by law or legal or administrative process, including, but not limited to, pursuant to a court or administrative deposition, interrogatory, subpoena, civil investigative demand; or in connection with the enforcement of the terms and conditions of this Agreement; provided, however, that it shall (a) first notify the Disclosing Party of such requirement, or use in defense of a claim, (b) attempt to obtain the Disclosing Party's consent to such disclosure, and (c) in the event consent is not given, agree to permit the Disclosing Party to file a motion to quash or take other steps to seek protection against the production, publication or other disclosure of information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, or in any judicial or regulatory proceeding, you and we agree to use reasonable efforts to preserve the confidential nature of such information and to cooperate with the other (at the Disclosing Party's expense) in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar requirement or request, on a timely basis.

Notwithstanding the foregoing, nothing in this Agreement requires either party to violate applicable law. Without limitation of the foregoing, neither party will be deemed to be in breach of this Agreement for withholding records when such release is not permitted by law, or for disclosing information when disclosure is required by law. Contractor understands that Hospital District is a Political Subdivision of the State of Florida and, as such, is subject to Ch. 119, Fla. Stat., commonly known as the Public Records Law. Nothing

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herein requires either party to waive any privileges or disclose any item entitled to be kept confidential under the law including, without limitation, material protected under attorney client privilege, attorney work product privilege, and Medical Review Committee privilege and Trade Secrets as defined by Florida Law.

Hospital District will notify Contractor of any instance in which the disclosure or copies of Contractor's confidential information is requested by any party to be disclosed under Florida Statute Chapter 119. If Contractor wishes Hospital District to deny the request for disclosure or copies, Contractor must reply to Hospital District as soon as reasonably possible, but in no event later than the time required for Hospital District to comply with the requirements of Florida Statute Chapter 119, and subject to a maximum response time of ten business days in any event. Further, Contractor shall advise Hospital District of the legal basis for claiming the information should be withheld, and the specific section of the Florida Statutes that exempts this material from the mandatory disclosure requirements of Florida Statute Chapter 119.

If Contractor fails to respond as required under this Section, Hospital District may release the requested documents. If the party requesting the disclosure contests the legal basis for withholding any of the documents Contractor contends should be held as confidential, then Contractor may, at its sole cost, defend its position that the requested documents should not be released. To the extent Hospital District incurs liability for costs or attorneys fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, Contractor agrees to indemnify and hold harmless Hospital District for those costs and fees.

6. Instructions

Reliance On Account Or Other Identifying Number You understand that banks and other financial institutions ("banks") routinely rely on account numbers in executing payment orders, any automated clearing house entry and for any other funds transfer or payment order ("Funds Transfer"), and other transactions. Accordingly, if you, (or a bank you have authorized to initiate a draw-down Funds Transfer request or other debit against your account with us) issue(s) an Instruction containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely on such number without liability to you and without inquiry of you or other verification, even

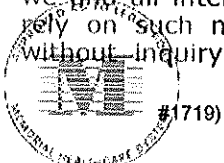
though such Instruction also contains a name or other information that is inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a Funds Transfer. We may rely, to the same extent and without liability to you, on the identifying or account number as the correct identification of the beneficiary when we receive incoming Funds Transfers.

If you issue an Instruction to us in which you identify a name and a number, and the name and number identify different banks or the number identifies a person other than a bank, we may rely upon the number in your Instruction as the correct designation of the bank. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

Cancellation Or Amendment You understand that you are solely responsible for ensuring that your Instructions are accurate and that, unless we have specifically agreed with you to accept an Instruction for execution on a future date, we may execute your Instruction as soon as it is received. When you issue an Instruction, you will have no right to amend or cancel it. If you ask us to amend or cancel any Instruction we may use reasonable efforts to comply with your request prior to executing your Instruction. We will not be liable to you, however, if we fail for any reason to amend or cancel your Instruction.

No Action On Instruction We shall not be obligated to act upon any Instruction, or there may be delays in carrying out any Instruction (a) which is not in accordance with our requirements, as in effect from time to time; (b) for which we are not able to obtain any necessary authentication; (c) which would result in a debit to any of your accounts with us exceeding the available funds in such account and any pre-established credit limit; (d) which is incomplete or ambiguous; (e) which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; or (f) if, in our sole judgment, your financial condition is impaired or we suspect fraud or unlawful activity in connection with any Service. We will not be liable to you for any such delays or failure to act.

If we reject or do not act upon your Instruction, we shall notify you within a reasonable time by telephone or by any other method authorized for notices by this Agreement, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice.



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You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which we do not actually receive.

Instructions Received After Cut-Off Time If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Banking Day, then the Instruction shall be deemed to have been received on the next Banking Day. Our "**Banking Days**" are any Monday through Friday, federal holidays excluded, when we shall be open to conduct general banking business.

Changes From time to time, you may change information you have provided to us in the Documentation. We may rely on the information previously supplied by you until we receive written notice of any change from your Authorized Representative in such form as we may require and have had a reasonable opportunity to act on such notice. Such changes will be subject to this Agreement.

7. Statements, Notices, Confirmations

Unless specifically provided to the contrary in the Documentation, we shall send you by written notice all periodic statements and notices and reports and, as applicable, transaction confirmations, for the Services you use. We also make information about your accounts and transactions available electronically via certain Services.

You agree to examine promptly all statements, transaction confirmations, reports and other notices that we or other banks send or make available to you in accordance with this Agreement. If there is a discrepancy, unauthorized transaction or error ("**Error**") reflected in any statement, notice, report or transaction confirmation and you fail to notify us in writing of the Error, (i) in the case of a statement, notice or report, within 30 calendar days of your receipt of such statement or notice or (ii) in the case of a transaction confirmation, by the next Banking Day after receipt of such transaction confirmation, we shall have no liability to you for any additional loss including, without limitation, any loss of interest, resulting from your failure to notify us of such Error by such deadline. If you notify us orally, you shall promptly confirm the notification in writing.

You shall be entirely precluded from asserting any Error against us, and we shall have no liability to you of any kind for any Error, if you fail to notify us in writing of such Error within ninety (90) calendar days after you receive, or have notice of the information

contained in, the first statement, notice, report or transaction confirmation reflecting such Error.

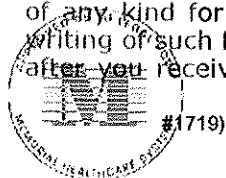
8. No Extension of Credit; Fund Transfer; Setoff

If a Service involves a debit to any of your accounts with us, you shall have in your deposit account the required amount of available funds to enable us to make the debit. If you do not have sufficient available funds, as determined by us in accordance with our then current policies and procedures, we shall have no obligation to process your Instruction or other transaction. Neither anything in this Agreement, nor any course of dealing between us, shall be deemed to constitute a commitment or offer by us to extend credit or grant overdraft privileges to you even if we have done so on one or more prior occasions.

All non-cash deposits are posted to your account subject to being charged back if they are returned by the bank or other party on which they are drawn. If we receive notice that a deposited item is being returned to us (including items returned after final payment) because of, for example, a stop payment, insufficient funds or a claim that the item was altered, forged or unauthorized or should not have been paid for some other reason, we may withhold the amount of the item from your account until the validity of any such claim has been finally determined or, at our option, charge your account for the amount of the item, even if the amount of the item has already been made available to you or we do not actually receive the returned item. We may also charge your account for any interest earned on the item and for our applicable charges. If the debit to your account of a returned item or a bank charge or other debit creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your account a service charge for the overdraft. If we must pay any fees to collect an item you have deposited, we will charge the fees to your account and we may impose a service charge for the collection.

If we credit your account for any Funds Transfer, the credit we give you is provisional until we receive final payment for the Funds Transfer through a Federal Reserve Bank or other applicable payment system. If we do not receive final payment, you agree that you must refund to us the amount we credited to you for the Funds Transfer, and we may charge any account you have with us for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the Funds Transfer.

We shall have a contractual right of setoff against your deposits and other property now or in the future in our possession for your obligations to us under this



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Agreement. We may exercise our right of setoff without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the setoff on our books and records at a later time.

9. Foreign Currency Transactions

(a) In the event that a Service involves payment from or to you in a foreign currency, your account shall be debited or credited (as applicable) in U.S. dollars with conversion based on our then quoted rate for the applicable foreign currency, plus or minus our fees and expenses, as applicable. If your account is designated as a foreign currency account, however, all transactions in the account will be, subject to subsection (c) below, in the applicable foreign currency.

(b) As to any Service involving payment from or to you in a foreign currency, you and we agree that, except as provided in subsection (c) below, the occurrence or non-occurrence of an EMU Event will not have the effect of altering any term of, discharging or excusing performance under, or giving either of us the right to terminate or alter, this Agreement, any Documentation for such Service or any transaction under such Service. An "EMU Event" includes any one or more of the following events associated with the implementation of the European monetary union: (i) the introduction of, changeover to or operation of a single or unified European currency (the "Euro"); (ii) the fixing of conversion rates between a member state's currency and the Euro or between the currencies of member states of the European monetary union; (iii) the substitution of the Euro as the unit of account of the European Community; (iv) the introduction of the Euro as lawful currency in a member state; (v) the withdrawal from legal tender of any currency that, before the introduction of the Euro, was lawful currency in a member state; or (vi) the disappearance or replacement of a relevant rate option or other price source for the national currency of any member state, or the failure of an agreed sponsor (or a successor sponsor) to publish or display a relevant rate, index, price page or screen. You agree, however, at our request to compensate us for any loss, cost, expense or reduction in return that we reasonably determine we have incurred or sustained as a result of an EMU Event and that would not have been incurred or sustained but for the provision of a Service to you.

We will deliver to you a certificate setting forth our determination of the amount or amounts necessary to compensate us for any such loss, cost, expense or

reduction in return, which certificate shall be conclusive absent manifest error.

(c) If any Service involves payment to you in a foreign currency and your account is designated as a foreign currency account, then we shall debit or credit (as applicable) your foreign currency account either in Euro or in the foreign currency as follows: (i) if as a result of any EMU Event, any foreign currency and the Euro are at the same time recognized by any governmental authority of the nation issuing such foreign currency as lawful currency of such nation, then we shall debit or credit your account either in Euro, if you previously elected to have your account denominated in Euro, or in the foreign currency of such nation, if you previously elected to have your account denominated in such foreign currency; and (ii) if as a result of any EMU Event any foreign currency ceases to be lawful currency of the nation issuing the same and is replaced by the Euro, then we shall debit or credit your account in Euro. If we debit or credit your account in Euro, the amount so payable shall be determined by translating the amount payable in such foreign currency to the Euro at the exchange rate recognized by the European Central Bank for the purpose of implementing monetary union.

(d) You and we will use our reasonable efforts, at the time of or at any time following an EMU Event, to amend this Agreement or any Documentation for a Service in order to reflect such EMU Event as it affects any of the Services we provide and to place you and us in substantially the same position with respect to the settlement of payments of the Euro as would have been the case with respect to the settlement of the foreign currencies it replaced.

10. Our Recording Of Calls

On behalf of you and your employees, you agree that we may record any telephone conversations we have with you or them in connection with the Services. However, we will not be liable to you if we do not record or maintain a record of a conversation.

11. Limitation Of Liability

We shall be liable to you only for your actual, direct damages resulting from our failure to exercise ordinary care in performing each of the Services. Substantial compliance by us with our standard procedures for providing a Service shall be prima facie evidence of the exercise of ordinary care.

You are responsible for selecting hardware, software and communications facilities which are compatible for use with the Services, and we shall have no liability to



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you for the selection, operation or maintenance of your equipment, software or communications facilities. We shall have no responsibility, and shall incur no liability, for any act or omission of yours, or for any error, omission or inaccuracy in the information contained in any Instruction.

Notwithstanding the foregoing, in no event shall we, any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable under this Agreement for any loss of profits, data or goodwill or for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including without limitation attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (such as dishonor of checks or other items), whether or not the possibility of such damage was known, foreseeable or contemplated by us or them, in each case based on or arising out of the use of or inability to use any Service. In no event shall we or any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable to you for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory, (i) in the case of a Funds Transfer, Instruction for the transfer of money or other payment that is misdirected, lost or otherwise paid to the wrong person as a result of our failure to comply with the terms of this Agreement or applicable law, for an amount in excess of the face amount of such Funds Transfer, Instruction or other payment and (ii) in all other cases, for an amount in excess of twelve (12) times the fees you have paid us for the Services to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred, except as may be required to the contrary under the BAA. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT WE MAY SUPPLY TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

12. Reserved

13. Use of Third Parties

If you use a third party including, without limitation, a third-party processor, to take any action in connection with a Service all terms of this Agreement will apply to

the acts and omissions of each such third party and you will be legally bound thereby.

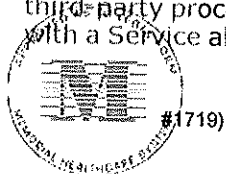
14. Taxes

You are responsible for paying all taxes, however designated, levied or based upon the Services, including federal, state and local property, privilege, sales, use, excise or similar taxes, but excluding taxes based upon our net income or assets.

15. Term and Termination

The initial term of this Agreement (the "Initial Term") shall be for three (3) years from the date hereof, unless either party sooner terminates this Agreement in accordance with its terms. If neither party terminates this Agreement in accordance with its terms during the Initial Term, this Agreement will automatically renew for consecutive one year periods (each a "Renewal Period") and shall continue until either you or we terminate this Agreement in accordance with its terms. Effective five (5) years from the date hereof, if this Agreement is still in effect, we may change the pricing at any time upon sixty (60) calendar days' prior written notice to you. Notwithstanding the foregoing, either you or we may terminate this entire Agreement or any particular Service at any time during the Initial Term or any Renewal Period by giving the other party not less than thirty (30) calendar days' prior written notice.

We may also terminate this entire Agreement or a particular Service immediately upon notice to you if one of the following occurs: (a) you fail to perform or comply with any of the material terms or conditions of this Agreement (including, without limitation, any breach of Security Procedures); (b) you breach a material provision of any other agreement between us including, without limitation, any agreement (i) relating to your indebtedness to us or (ii) relating to your Account(s) with us or (iii) which you execute as security for your obligations to us in connection with this Agreement; (c) you materially breach any of your representations and warranties in this Agreement; (d) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your creditors, which is not dismissed within thirty (30) days; (e) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your accounts with us at the time you are required to settle transactions hereunder; (f) in our good faith judgment, it is necessary to do so because of legal process, applicable law or regulation, or other government guidelines; or (g) we in good faith suspect fraud or unlawful activity in connection with any Service.



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Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination. This Section, and Sections 5, 7, 8, 9, 11 through 14, 16 through 18, 22 and 25 of this Agreement shall survive termination of this Agreement.

If it is necessary to customize any Services to meet your needs, we will first notify you in writing of our estimated direct and indirect cost of the development and implementation of such Services and the period of time necessary to recover such costs. If you authorize us to proceed in writing, we will notify you in writing of the actual direct and indirect costs of the development and implementation of such Services (which shall not exceed our estimate). Thereafter, if you terminate this Agreement without cause before we shall have recovered such actual costs, you will pay to us the amount of such unrecovered actual costs. We will give you an invoice detailing our unrecovered actual costs promptly after termination of this Agreement which shall be payable thirty (30) days after you receive the invoice.

16. Force Majeure

Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party's obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under such party's reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond such party's reasonable control, provided that the affected party gives the other party notice thereof and uses commercially reasonable efforts to meet its obligations under this Agreement as quickly as reasonably possible thereafter. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

17. Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws, and, to the extent applicable, the laws of the United States. Any action, whether at law or in equity, shall be commenced and maintained and venue shall properly be in Broward County, Florida.

18. Notices

All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement, ("**Notices**"), must be in writing and will be effective upon receipt. Notices may be given in any manner to which you and we may separately agree in writing, provided that in each instance the party giving the Notice shall prepay all delivery charges. Without limiting the foregoing, personal delivery, certified or registered mail (return receipt requested), facsimile transmission, electronic mail, and overnight delivery by a reputable national commercial courier service are hereby agreed to as acceptable methods for giving Notices. Notwithstanding the foregoing, if either party uses as a method for giving Notices either oral communication, facsimile transmission, or electronic mail, that Notice shall not be deemed to have been duly given unless that party shall also deliver a copy of such Notice by (a) personal delivery, (b) certified or registered mail (return receipt requested), or (c) overnight delivery by a reputable national commercial courier service.

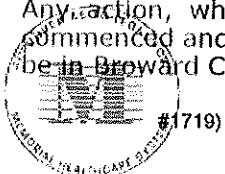
All such Notices shall be delivered to us at:

Treasury Management Services
PNC Bank, National Association
620 Liberty Avenue
31st Floor
Pittsburgh, PA 15265
Attention: Division Executive

or to you at the address set forth on the signature page of this Agreement and Notice to such address shall be effective Notice to you, including to all affiliated companies. Either you or we may change addresses by Notice to the other given in accordance with this section.

19. Assignment; Successors

Neither party may assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other party, except that we may assign this Agreement or any part of it to any of our current or future PNC affiliates or to any entity that is our successor upon Notice to you. Notwithstanding the above, you may assign this Agreement (including, without limitation, the Documentation and the Account Agreement) to any entity that assumes management or control of a substantial portion of your assets or operations. We may contract with others to provide all or any part of the Services provided that doing so shall not relieve us of any of our obligations under this



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Agreement. This Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

20. No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

21. Headings

The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.

22. Severability

In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby provided, however, that if, in such event, the purpose hereof is materially affected and the parties' intent is defeated, significantly compromised, or frustrated, then the parties shall modify this Agreement, as appropriate, to give effect to their intent.

23. Entire Agreement

This Agreement (including those documents that are incorporated herein), constitutes your and our entire agreement with respect to the Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings and agreements for such Services, either oral or in writing.

24. Amendments

From time to time, we may amend this Agreement by notice to you provided that no such change that would have a material, adverse effect on your rights or responsibilities under this Agreement shall be effective without your prior written consent.

25. WAIVER OF JURY TRIAL

WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED

HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

26. Reserved

27. Reserved

28. Non-Discrimination.

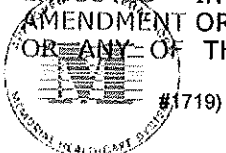
During performance of this Agreement, Contractor shall not discriminate on the basis of race, color, gender, national origin, sexual orientation or any other category specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the Agreement.

29. Excluded Provider.

Contractor hereby represents and warrants that neither PNC Bank nor, to the best of its knowledge, any of its predecessor banks, has been excluded from participation in any federally funded health care program, including Medicare and Medicaid and that neither it nor any affiliate is currently on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes. If Contractor is excluded from participation during the term of the Agreement, Contractor hereby agrees to promptly notify Hospital District of any actual exclusion from any federally funded health care program, including Medicare and Medicaid or listing on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes. Hospital District has the right to immediately terminate this Agreement upon notice that Contractor is debarred or excluded from participating in federal health care programs or listing on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes.

30. Standard Medicare Disclosure.

To the extent validly required pursuant to Section 1395x(v)(1)(I) of Title 42 of the United States Code and Regulations duly promulgated thereunder, (a) until the expiration of four years after the furnishing of services pursuant to this Agreement, Contractor shall, upon written request, make available to the United States Secretary of Health and Human Services (the "**Secretary**") or to the United States Comptroller General (the "**Comptroller**"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as



Treasury Management Services Comprehensive Agreement ©2012



are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement.

31. Independent Contractor.

Contractor and Hospital District are "independent contractors" and nothing in this Agreement is intended nor shall be construed to create an employer/employee or agent relationship.

32. Lobbying of Hospital District.

This section deals with lobbying the Hospital District only, and does not apply to or include lobbying of any State or Federal Agency, Legislature, or other governmental authority. Contractor warrants that either: (A) it has not retained any "Lobbyist," which for the purposes of this section is a company or person, other than its own bona fide employees, to solicit or secure this Agreement and that it has not paid or agreed to pay any Lobbyist, other than its bona fide employees, any fee, commission, gift, or other consideration to solicit or secure this Agreement OR (B) any Lobbyist retained by Contractor who is not an employee of Contractor has registered with Hospital District's Office of General Counsel in accord with Hospital District's Lobbying Policy. If Contractor is found to have breached this warranty, Hospital District may terminate this Agreement, or, at its discretion, deduct from amounts payable under this Agreement the full amount of such fee, commission, gift, or other consideration.

33. HIPAA Compliance.

Contractor agrees that Contractor will enter into the BAA (that will be an Addendum to this Agreement) with Hospital District to cover the terms and conditions under which Contractor will have access to Hospital District's Protected Health Information, as defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA").

34. IRS Form W-9.

No compensation shall be payable to Contractor for any services for which Contractor has not submitted IRS Form W-9 Request for Taxpayer Identification Number and Certification, when required by law.

36. Travel Expenses.

In order for travel expenses or out of pocket expenses to be reimbursed under this Agreement, Contractor

must comply with Hospital District's Standard Practice titled "Reimbursement of Travel Expenses."

Customer's Address for Notices (This must be completed):

South Broward Hospital District

3329 Johnson Street

Hollywood, FL 33328

Attention: General Counsel

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CFP

Title: VICE PRESIDENT, PNC HEALTHCARE

(This Agreement must be signed for the customer by a person authorized to sign agreements for Treasury Management Services).

If customer is a corporation or a governmental entity:

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO EVP: CFO

Matthew J. Mulholland EVP & CAO

Memorial Health Network, Inc.

By: Matthew J. Mulholland [Signature]

Title: TREASURER CEO



#1719)

**Exhibit A to Treasury Management Services Comprehensive Agreement among
South Broward Hospital District d/b/a Memorial Healthcare System, Memorial
Health Network, Inc. and PNC Bank, National Association**

Contractor agrees not to raise the fees set forth on this Exhibit A during the Initial Term of three (3) years and during the first two (2) one (1) year renewal periods (if any). Thereafter, Contractor may change the pricing at any time upon sixty (60) calendar days' prior written notice to you. Prices for services not specifically listed on this Exhibit and for features or functions added hereafter to listed services shall be Contractor's then standard prices for such services, features or functions at the time they are added to this Agreement, unless otherwise agreed in writing by Contractor and the Hospital District. Contractor further agrees to waive the fees set forth below, and applicable implementation fees, for the first nine (9) full calendar months after the date of the Agreement.

Contractor agrees that for the first twelve (12) months of this Agreement, the earnings credit rate applied by Contractor to the Hospital District's balances to determine the earnings credit to offset fees owed to Contractor shall not be less than .45%, and that for the remaining term of this Agreement such rate shall not be less than .15%.

Contractor agrees that during the term of this Agreement the interest rate paid by Contractor on the Hospital District's money market deposit accounts shall not be less than .15%

Service Description	Price
Cont Disb Credits Posted	0.05
DDA Stmt W/Image Classic-Mthly Base	0
Payee Valid Non Acct Hlder-Chk Cash	0.06
Account Maintenance W/ Chk Return	10
Zero Balance Master Account Maint	60
Account Maintenance-Chexstor	10
Zero Balance Monthly Base	8
Debits Posted	0.05
Credits Posted	0.05
DDA Statement - Paper	0
DDA Statement - Special Instruction	0
E-Box Monthly Maint (W/Cross Ref)	50
WLBX Caller Box/Annual Maint	0
WLBX Non-Truncate Pkg Prep MO Base	2.5
OR0628249	
OR0862233	
OR0862332	
OR0862366	
OR0863394	
OR0864668	
WLBX Monthly Base	100
WLBX Monthly Base	100
OR0628249	
OR0862233	
OR0862332	
OR0862366	



OR0863394	
OR0864668	
WLBX Image Web Reporting Mthly Base	30
OR0863394	
OR0864668	
WLBX Remit Process Foreign Chk	5
OR0628249	
WLBX Remit Processed Expr Mail	0
OR0628249	
WLBX Correspondence / Rejects	0.29
OR0628249	
OR0862233	
OR0862332	
OR0863394	
WLBX Standard Item Processed	0.28
OR0628249	
OR0862233	
OR0862332	
OR0862366	
OR0863394	
WLBX Rough Sort 5 OR Less	0
OR0628249	
OR0862233	
WLBX Document Scanned	0.03
OR0863394	
WLBX 7 Yr B/W Image Archive	0.03
OR0863394	
WLBX Check Image/Photocopy	0.13
OR0628249	
OR0862233	
OR0862332	
OR0862366	
OR0863394	
WLBX Document Reassociation	0
OR0628249	
OR0862233	
OR0862332	
OR0862366	
WLBX Paper Return	0.08
OR0863394	
Wbsl Lockbox First Class Postage	0
OR0863394	
WLBX Daily Deposit Cut	1.75
OR0628249	
OR0862233	
OR0862332	
OR0862366	
OR0863394	
WLBX Post Office Returned Mail	0



OR0628249	
OR0862233	
Lockbox CEO Subscription Per Item	0
Wtlbx Monthly Base	175
OR0863436	
OR0864691	
Wtlbx Transmission Monthly Base	0
OR0863436	
OR0864691	
Wtlbx Wli Monthly Base	0
OR0863436	
OR0864691	
Wtlbx Non-Truncate Pkg Prep MO Base	2.5
OR0863436	
OR0864691	
Wtlbx Checks	0
OR0863436	
OR0864691	
Wtlbx Total Payments Processed	0
OR0863436	
OR0864691	
Wtlbx Std Item Processed Non Scan	0
OR0863436	
OR0864691	
Wtlbx Scannables Multis	0
OR0863436	
OR0864691	
Wtlbx Excessive Check Surcharge	0
OR0863436	
Wtlbx MICR Data Capture	0.04
OR0863436	
OR0864691	
Wtlbx MICR Cap Per Line Non Scan	0.04
OR0863436	
OR0864691	
Wtlbx Correspondence / Rejects	0.29
OR0863436	
OR0864691	
Wtlbx Rough Sort 5 OR Less-Non Scan	0
OR0864691	
Wtlbx Document Scanned	0.03
OR0863436	
OR0864691	
Wtlbx Document Scanned - Non Scan	0.03
OR0863436	
OR0864691	
Wtlbx 7 Year B/W Image Archive	0.03
OR0863436	
OR0864691	



Wtlbx Check/Image Photo Non Scan	0.13
OR0863436	
OR0864691	
Wtlbx Value Added Keying - Non Scan	0
OR0863436	
OR0864691	
Wtlbx Paper Return	0.13
OR0863436	
OR0864691	
Wtlbx Paper Return - Non Scan	0.08
OR0863436	
OR0864691	
Wtlbx Daily Deposit Cut	1.75
OR0863436	
OR0864691	
Wtlbx Coupons Returned	0.08
OR0863436	
OR0864691	
Lockbox CEO Subscription Mthly Base	0
Lockbox CEO Subscription Mthly Base	0
Depository Services	
Paper Disbursement Services	
Paper Disbursement Recon Services	
General ACH Services	
EDI Payment Services	
Information Services	
Undefined Services	
International Services	
CEO Retn Item Subscription Per Acct	0
CEO Retn Item Subscription Per Acct	0
CEO Retn Item Subscription Per Item	0
Cash Vault Coin Furnished - Rolled	0.058
Cash Vault Coin Furnished-Std Box	0
Cash Vault Coin Furn-Std Half Box	0
Cash Vault Deposit Adjustment	8
Cash Vault Cash Order-Standing Inst	0
Cash Vault Cash Order-Touchtone	3.1
Cash Vault Currency/Coin Deposited	0.00075
Cash Vault Currency Furn-Nonstd	0.015
Cash Vault Currency Furnished	0.0025
Deposited Checks - On Us	0.06
Deposited Checks - Local Clearing	0.06
Deposited Checks - Regional	0.06
Deposited Checks - Transit	0.06
Deposited Checks Other	0.06
Deposited Checks Cash Vault - On Us	0.06
Deposited Checks Cash VLT-Local Clr	0.06
Deposited Checks Cash Vault-Region	0.06
Deposited Checks Cash Vault-Transit	0.06



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Deposited Checks WLBX - On Us	0.06
Deposited Checks WLBX-Local Clearng	0.06
Deposited Checks WLBX - Regional	0.06
Deposited Checks WLBX - Transit	0.06
Cash Dep/\$1 Ver At Teller Window	0.009
Cash VLT Bag Dep Processing	2
Cash Vault Mixed Deposit Surcharge	1.1
Return Item - Chargeback	3
CEO Return Item Retrieval-Image	1
CEO Return Item Service Mthly Base	0
Return Item Redeposited	4
Positive Pay Exception - CEO Image	0
Pymt Auth Max Check Mthly Base	0
ARP Checks Paid - Full Recon	0.08
Positive Pay Exception Checks Retnd	3
Stop Payment - Online	10
Stop Payment - Operator Assisted	45
Positive Pay Only Monthly Base	5
ARP Item Paid No Issue Info-Item	0
Online Image View < 90 Days - Item	1
Online Image View > 90 Days - Item	2
Positive Pay Monthly Base	5
Cont Disb Pospay Except Chk Rtn	3
WellsImage Paid Check Monthly Base	0
Cont Disb Acct Maint W/Cxstr	50
Cont Disb Acct Maint W/Cxstr	50
Cont Disb POS Pay Mthly Base	0
Cont Disb Image Checks Paid	0.02
CEO Cont Disb Subscription Base	0
WellsImage Paid Check Per CD	15
Checks Returned W/Statement-Item	0
DDA Checks Paid	0.08
CEO Cont Disb Subscription Base	0
CEO Search	0
Payee Validation Standard-Item	0.015
Cont Disb Cashed Check - Branch	0
WellsImage Paid Check Per Item	0.02
ARP Monthly Base - Full	35
ARP Monthly Base - Partial	40
ARP Full Recon-Item	0.03
ARP Output - Transmission	0
ARP Optional Reports	0
ARP Paper Statement Delivery	0
ARP Paper Stmt/Report Monthly Base	0
ARP Aged Issue Records On File-Item	0
Outgoing Transmission - Per Item	0.006
Positive Pay Exceptions - Item	0
ARP Statement Monthly Base CEO	0
ACH CEO Subscription - Account	0
ACH CEO Subscription - Item	0



ACH CEO Return Subscription-Account	0
ACH CEO Subscription - Account	0
Electronic Credits Posted	0.05
ACH Monthly Base	0
ACH Inquiry Monthly Base	0
ACH Inquiry Search Request - Item	0
ACH Inquiry Search Results - Item	0
ACH Vendor Monthly Base	0
ACH CEO Return Subscription-Account	0
ACH CEO Return Subscription - Item	2
ACH One Day Item	0.05
ACH Two Day Item	0.05
ACH Same Day	0.05
ACH Originated - Addenda Rec	0.015
ACH Received Item	0.05
ACH Ret Item-Info Reporting Advice	1
ACH Transmission Charge	12
ACH Mail Service	0
ACH Return Item-Transmission Advice	1
ACH Reversal - Item	20
Internet ACH One Day Item	0.2
Internet ACH Base Fee	0
Internet ACH Batch Release	4
ACH CEO Fraud Filter Stop Mthlybase	7
ACH CEO Fraud Filter Stop Mthlybase	0
ACH NOC - Transmission Advice	0.5
ACH Wells Fargo NOC-Info Rept Advic	0.5
ACH NOC - Info Reporting Advice	0.5
CEO Treas Info Rpt EDI Subsc Mobase	0
Receivables Manager Outgoing Trans	7
CEO Treas Info Rpt EDI Subsc Mobase	0
E-Box Payment	0.07
Wire IN Repair Surcharge	10
Wire Detail Rpt Subscription-Acct	15
Wire Detail Rpt Subscription-Acct	0
Wire Detail Rpt Subscription-Item	0
Wire Monthly Base	20
Wire Security Monthly Base	0
Wire Out Domestic-Voice Nonrepetive	25
Wire IN Domestic	5
Wire Mail Confirmation	5
Wire Template Storage Monthly Base	0.5
Wire IN - International	17.5
Wire Verify Call Back	15
Wire - Book Transfer - CEO	3
Return Infifax Monthly Base	20
CEO Intraday Subscription Mthlybase	12
CEO Prev Day Subscription Mthlybase	7
CEO Prev Day Subscription Mthlybase	7



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CEO Prev Day Subscription Mthlybase	0
CEO Prev Day Subscription Detl Item	0.03
CEO Prev Day Subscription Detl Item	0.03
CEO Prev Day Subscription Detl Item	0.03
CEO Intraday Subscription Mthlybase	0
CEO Intraday Subscription - Item	0.05
CEO Event Messaging Service - Email	0
Electronic Window Extended Stor 120	0
Deposited Check Canadian	5
E-Box Daily Report Fax/Email-Page	0
E-Box Daily Reprt Fax/Email MO Base	0

ADDITIONAL PNC LINE ITEMS:

(A-1) REGULAR DEPOSIT TICKETS	0.5
(A-2) ZERO BALANCE TRANSACTIONS	0.9
(A-3) BATCH PREPARATION	1.5
(A-4) MAIL PREPARATION	2.5
(A-5) OCR SCANNABLE PER ITEM	0.19
(A-6) OCR NON-SCANNABLE PER ITEM	0.28
(A-7) DATA DELIVERY REPORTS	5
(A-8) STANDARD DELIVERY	0.05
(A-9) COURIER DELIVERY CONSIGNEE - DAILY	3
(A-10) CHECK IMAGES	0.03
(A-11) WEB PAGE GENERATION	1.75
(A-12) CASH VAULT ORDERS COIN ROLLS	0.058
(A-13) CASH VAULT ORDERS COIN ROLLS	0.058
(A-14) ACH MONTHLY MAINTENANCE FEE	40
(A-15) ADDITIONAL INPUT COMPANIES	5
(A-16) PARTIAL RECON ITEM (MIN \$30)	0.044
(A-17) INPUT TRANSMISSION ITEMS	0.006
(A-18) IMAGE MAINTENANCE (ARP)	20
(A-19) TELLER POSITIVE PAY MAINTENANCE	5
(A-20) PAYEE REVIEW MAINT (PER ACCT)	10
(A-21) WEB POSITIVE PAY EXCEPTIONS	0.1
(A-22) WEB CHECK INQUIRY	0.6
(A-23) WEB ISSUE ADD/CANCEL	0.45
(A-24) WEB POSITIVE PAY - EXCEPTION IMAGE	2.5
(A-25) PINACLE EDI SPECIAL REPORT	2
(A-26) PINACLE DISBURSEMENTS MONTHLY MAINT	20
(A-27) PINACLE ACH MONTHLY MAINTENANCE	20
(A-28) PINACLE INFO REPORTING MONTHLY FEE	60
(A-29) EDI PER INVOICE FEE	0.06
(A-30) REMOTE DEPOSIT CAPTURE-TICKETS	0.8
(A-31) REMOTE DEPOSIT CHECK IMAGES	0.11
(A-32) DEPOSIT ON-SITE MONTHLY FEE	50
(A-33) INCOMING EXPRESS MAIL PACKAGE	7
(A-34) DATA TRANSMISSION	8



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(A-35) DATA CAPTURE	0.01
(A-36) SORTING PER ITEM - MANUAL	0.12
(A-37) IMAGE MONTHLY MAINTENANCE	30
(A-38) IMAGE CD	20
(A-39) RETURN OF CORRESPONDENCE MONTHLY	80
(A-40) EDI MONTHLY MAINTENANCE	25
(A-41) PINACLE A/R ADVANTAGE MONTHLY MAINT	20



Account Agreement for Business Accounts for Memorial Healthcare System and Memorial Health Network

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all PNC Bank business accounts. You have agreed by signing the signature card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Unlawful Internet Gambling Enforcement Act of 2006 prohibiting unlawful internet gambling activities, the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control ("OFAC"). You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; "we", "our", and "Bank" refer to PNC Bank. The term "Account(s)" refers to your PNC Bank business deposit account(s).

OTHER SERVICES

If you use PNC Bank services in connection with your Account other than those described in this Agreement, and there is any inconsistency between the terms and conditions of the Treasury Management Services Comprehensive Agreement (collectively with the Documentation, as defined therein, the "Comprehensive Agreement") and this Agreement, then the terms and conditions stated in the Comprehensive Agreement shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

DEPOSITS TO YOUR ACCOUNT

You may make deposits in any amount to your Account during normal business hours at any PNC Bank branch or by mail. Please use the preprinted deposit slips provided to you.

The law allows us to supply a missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the bank or other party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed"; or if an item is returned after final payment, we will charge your Account for the amount of the item, for any interest carried on the item and for applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a Bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy document, which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection.

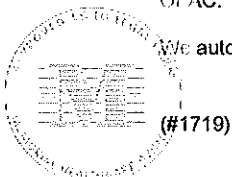
If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we routinely rely on the account numbers given to us by the financial institutions or other persons who send the fund transfer to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another customer's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time. All deposits and credits to your Account, including wire transfers and other electronic payments, are subject to review for compliance with applicable law, including regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your Account.

We automatically redeposit returned items under \$100.00.



You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Bank provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our expressed written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You agree to reimburse us for any liability that we incur under any law, regulation or clearinghouse rule applicable specifically to substitute check documents (as defined above) as a result of your depositing or transferring a substitute check document in violation of the limitations set forth in this paragraph.

REMOTELY CREATED CHECKS

If you deposit a "remotely created check" with us you represent and warrant to us that the check is authorized to be paid in the amount stated on the check and to the payee named on the check. A "remotely created check" is a check that you are authorized to create and present for payment by an authorized signer on the account on which the check is drawn, and which does not bear the signature of an authorized signer on that account, and includes checks that are defined in applicable law as "remotely created checks". In addition to the foregoing, we may honor "remotely created checks" authorized by you in the amount stated on the check and to the payee named on the check.

You agree to reimburse us for any liability that we incur under any law, regulation or clearinghouse rule applicable specifically to remotely created checks (as defined above) as a result of your depositing a "remotely created check" in violation of the limitations set forth in this section. You further agree that all of the terms in this Agreement and under applicable law that apply to a "check" and/or "item" apply to "remotely created checks", including without limitation substitute checks created from "remotely created checks" and check images of "remotely created checks", except that "remotely created checks" will not be signed by an authorized signer on the account on which the check is drawn.

WITHDRAWALS FROM YOUR ACCOUNT

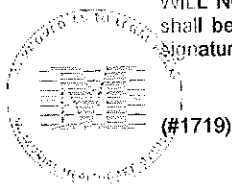
Money may be withdrawn from your Account in different ways, as permitted for each type of Account.

We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal. Checks or other debit items, such as preauthorized automatic debits, telephone-initiated transfers, other electronic transfers, other types of debits or withdrawal orders presented against insufficient ledger or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) in paying some but not all of the items, and (ii) to pay the items in any order. Our general practice is to post withdrawals from your Account according to the date and time we receive notice of the transaction. We receive notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, then in order of the largest-to-smallest dollar item. If we do not have information that allows us to determine the exact time notice of a transaction was received, we may assign an approximated time to that transaction. Because processing times vary, the time we receive notice of a transaction may differ from the time shown on a receipt. The order in which we process these withdrawals may affect the total amount of overdraft item fees and returned item fees charged to your Account. We will not be responsible for damages or wrongful dishonor to the extent that any item is not paid as a result of the order in which we process the withdrawals. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account an interest charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions. If you do not deposit sufficient funds to bring your Account current within a reasonable time of incurring an overdraft, then we may charge you a fee for services used to recover the overdraft as documented in the Comprehensive Agreement.

In determining whether you have sufficient funds in your Account to pay checks and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted to your Account, and (2) all pending electronic transactions (including, but not limited to, point of sale transactions) for which PNC has received notice, even if those transactions have not yet posted to your Account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your Account to cover a withdrawal even if the notice incorrectly describes the transaction. This could result in an overdraft if sufficient funds are not available in your Account to pay all checks and other withdrawal items. Pending electronic transactions include (but are not limited to) online transfers of funds, telephone transfers, and any other electronic transactions or transfers. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds to the extent that the failure to pay results from this method of determining whether you have sufficient funds to pay all checks and other withdrawal items. If your Account is a Sweep or a Zero Balance Account, we will not consider pending electronic transactions in determining whether you have sufficient funds to cover a withdrawal. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Funds Availability Policy for more information.

We strongly suggest that you date checks with a current date. WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, STALE DATED (OLDER THAN SIX MONTHS) OR DO NOT BEAR A DATE. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of the Agreement).

You agree to use only check forms supplied or approved by us. Our duty is to use ordinary care in examining checks when they are presented to us for payment. UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING TO DO SO, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we



do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal. If you (a) have specified that some or all of your checks must be signed by more than one person, (b) have specified that the authorized signer for checks in one category or amount are different than checks in another category or amount, or (c) use checks that require multiple signatures, you agree that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in any resolution or certificate or in any other manner.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

MULTI CURRENCY ACCOUNTS

You may, in accordance with our policies and procedures, have an account that is denominated in a foreign currency (a "multicurrency account"). Depending upon how you will use your multicurrency account, it may be maintained with us in the United States or at our branch in Nassau, Bahamas. Generally, deposits and withdrawals may be made to and from multicurrency accounts only by wire transfer, or by such other means as we may permit from time to time in our sole discretion. If you have a multicurrency account with our branch in Nassau, Bahamas, balances in the account must at all times be at least equal to U.S. \$100,000, or its equivalent in the applicable foreign currency, in order to earn interest. Funds in an account at PNC's Bank's Nassau, Bahamas branch are not deposits for purposes of FDIC insurance coverage and depositor preference purposes. As a result, your funds in such accounts are not insured or guaranteed by the FDIC or by the U.S. Government. In the event of the failure of PNC Bank, the funds in your account at PNC Bank's Nassau, Bahamas branch would be treated as unsecured, nondeposit liabilities, and you would be a general unsecured creditor of the Bank. Such account will be maintained with the Bank's Nassau, Bahamas branch and payment thereof may be demanded only at that office.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree that:

- It is impossible for us to determine whether or not a facsimile signature is genuine;
- We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
- You assume full responsibility for all items paid over a forged or unauthorized facsimile signature. If you choose to use facsimile signature, we will charge your Account for the amount of any check, draft or other order paid over a forged or unauthorized facsimile signature and for applicable charges.

TRANSACTION LIMITATIONS

If you have a Money Market Deposit Account, in accordance with federal regulations, we reserve the right to require that you give us notice in writing of an intended withdrawal from your Account not less than seven (7) days before such withdrawal is to be made. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice prior to subsequent withdrawals.

You may make unlimited withdrawals or transfers by mail or in person from Money Market Deposit Accounts. You may not, however, make more than a total of six transfers to other accounts or to third parties during each monthly statement period when these are made by preauthorized or automatic agreement or telephone transfer, check, or similar order payable to a third person.

We reserve the right to prevent transfers which exceed the above limits or to monitor these transactions after they occur. When we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. If excessive transactions continue to occur, we reserve the right to close your Account or convert it to an Account without transfer limitations.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks or other cash equivalent items. We must receive your stop payment order at a time in a manner that gives us a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to our then current charge for that service, except as otherwise documented in the Comprehensive Agreement.

You may place a stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement, or by any other notice method we agree to honor.

We will request information about the check or other withdrawal order to be stopped, which may include:

- Account Number
- Amount
- Name of party to be paid
- Date



- Check Number
- Your name and address

STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting bank, returning bank, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a return check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper presentation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Bank in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

LIMITATION ON HIGH SPEED CASH LETTERS

When depositing a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter in the manner specified by us to you from time to time that the cash letter consists of items not eligible for imaging. You agree to reimburse us for any liability that we incur under any law, regulation or clearinghouse rule applicable specifically to paper check cash letters as a result of your depositing a cash letter in violation of the limitations set forth in this paragraph.

INTEREST

The following provisions apply to interest-bearing business accounts. Interest will be calculated on your interest bearing Account and credited directly to your Account as set forth in the section titled Interest Payment and Balance Computation. Subject to the terms of the Treasury Management Services Comprehensive Agreement, (1) your interest rate and Annual Percentage Yield may change, and (2) at our discretion, we may change the interest rate and Annual Percentage Yield on your Account any time without notice to you, and (3) we may also change the manner in which interest is calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any manner required or permitted by law. If you desire current interest rate and Annual Percentage Yield information, please ask in any branch office or telephone your PNC Bank representative or the information number shown on your statement.

INTEREST PAYMENT AND BALANCE COMPUTATION

This Section is subject to the terms of the Treasury Management Services Comprehensive Agreement. At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on our account at any time without notice to you.

For all interest-bearing accounts except for Corporate Analysis Checking with Interest, we use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance.

Interest begins to accrue on interest-bearing checking accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Interest begins to accrue on money market deposit accounts based on the day funds are available to you for withdrawal. Interest on business interest-bearing checking and money market accounts is compounded and credited monthly.

Unless stated otherwise, the term "month" means monthly statement cycle.



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The average monthly balance is calculated by adding the principal in your account for each day of the month and dividing that figure by the number of days in the month.

For Corporate Analysis Checking with Interest, we will use the average monthly investable balance (i.e. the average collected balance less reserves, if applicable) to calculate earnings credit and interest on your account. We will perform a monthly analysis on your account(s) with us to determine if your average monthly investable balance for the month is sufficient, as determined solely by us, to compensate us for that month's fees. Balances used to compensate us for fees shall not earn interest. We will then apply a daily periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. Interest is earned on the excess account balance at the interest rate in effect on the last calendar day of the month. Interest rates are subject to change at any time and may be tiered. The earnings credit rate and the interest rate may not be the same. Any interest earned will be credited to your account no later than the last business day of the month following the month of the analysis.

For accounts linked together for account analysis, interest is earned on the combined relationship's excess account balance at the interest rate in effect for the appropriate balance tier on the last calendar day of the month and will be credited to the settlement account. If your analysis relationship includes balances that are owned by more than one company, you are solely responsible to determine whether (1) all of the account balances may lawfully earn interest and (2) any interest payments need to be allocated to the companies included in the analysis relationship.

We reserve the right to calculate interest for those interest-bearing Accounts which are used for business or other non-personal purposes, in a manner different from those interest-bearing Accounts that are used for personal, household or family purposes. We must report interest on certain interest-bearing non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the interest earned on your Account, as required by law. You may also be subject to government penalties.

FEATURES OF CERTAIN ACCOUNTS

Checking accounts each consist of two sub-accounts – a non-interest checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed by pay withdrawals. We reserve the right to require at least seven days written notice prior to the withdrawal or transfer of any funds from a money market sub-account. On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

STATEMENTS

We will make available or send (as agreed with you) a monthly statement to the last address that you have specified for your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. IF YOU FAIL TO NOTIFY US, WITHIN 30 DAYS OF RECEIPT OR AVAILABILITY (AS APPROPRIATE) OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, WE SHALL HAVE NO LIABILITY TO YOU FOR ANY ADDITIONAL LOSS, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF INTEREST RESULTING FROM YOUR FAILURE TO NOTIFY US. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 90 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

INACTIVE ACCOUNTS

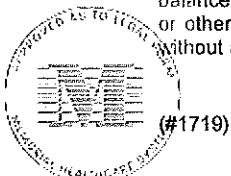
If your account is inactive and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as "abandoned property" to the appropriate state authority. If your Account is inactive six or more months, we reserve the right to impose an inactivity charge on your Account. You also agree that if your account is inactive for six or more months, it will be subject to any new fees or fee increases which go into effect during the period of inactivity.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

We may place a hold on your Account in the amount of any funds for which there may be an adverse claim while we investigate the claim or until ownership of the funds is established to our satisfaction.

MONEY OWED

Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdraft or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, or to any other account(s) in your name, to the extent permitted by law. To the extent permitted by law, you grant us a security interest in the balance in the Account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against your or any other party. Such set off



shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date.

To the extent permitted by law, our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

CHANGE IN ACCOUNT INFORMATION

You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address.

TRANSFER OF OWNERSHIP

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of our Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

CHARGES TO YOUR ACCOUNT

Subject to the terms of the Treasury Management Services Comprehensive Agreement, your Account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain Account services, and late payment charges as set out in the business fee schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash our check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, to the extent to which our refusal to cash the check results from the payee's refusal to pay the check cashing fee. You may contact your PNC Bank representative to learn the amount of the fee.

Subject to the terms of the Treasury Management Services Comprehensive Agreement, (1) we reserve the right to make changes to our fees and other charges from time to time and (2) where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

CLOSING YOUR ACCOUNT

You or the Bank may close your Account at any time for any reason and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

INFORMATION

To serve our customers efficiently and offer a full range of financial services we share customer transaction and experience information among our PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements, and credit reports. You may request that we do not share this other personal information (except where such information is used by one PNC Bank company to service customer accounts for another) by writing to us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include the name under which our account has been opened, your name, address, account number(s), social security number or tax ID number. We also share customer information as permitted or required by law.

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your Account.

DISCLOSURE STATEMENTS

In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be part of this Agreement.

OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be prima facie evidence of our exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account, except to the extent that we have engaged the third party to act as our subcontractor in performing services for you under this Agreement. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

AMENDMENT, WAIVER

Subject to the terms of the Treasury Management Services Comprehensive Agreement, we reserve the right to amend this Agreement from time to time, including the right to convert your Account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your Account, or notify you otherwise as required or permitted by law.

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Bank officer and shall not be considered a waiver of any other or future obligation or right.



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SEVERABILITY

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by court to be invalid or unenforceable will continue in full force and effect.

WAIVER OF JURY TRIAL

WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY..

GOVERNING LAW

This Agreement is governed by the laws and regulations of the state of Florida.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

Matthew J. Mulhant
VP; CEO

Memorial Health Network, Inc.

By: Matthew J. Mulhant

Title: TREASURER

[Signature]
CEO



Treasury Management Services

A/R Advantage Service

Terms and Conditions



These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

A/R ADVANTAGE SERVICE

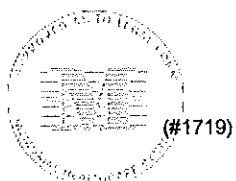
This Service provides you with lockbox mail collection services for remittance payments from your customers with access to images of those payments and accompanying remittance documents received through your lockbox. The following procedures may be modified to conform to your particular needs.

Mail Account. You will advise your customers to send checks, drafts, and other orders for the payment of money to be processed under this Service ("Items") to the lockbox address in the Documentation. We will pick up mail containing Items at the U.S. Post Office from time to time in accordance with our regular lockbox collection schedules.

You will maintain with us an account as set forth in the Documentation ("Account") while using this Service. Your relationship to us as a depositor will commence only when Items are credited to your Account. Prior to such time, we will be a bailee as to Items in our possession.

Inspection of Items. We will open the envelopes picked up from the lockbox and will remove their contents. Items contained in the envelopes will be inspected and handled as follows:

- **Payees.** An Item not bearing an acceptable payee designation, as set forth in the Documentation will not be deposited in the Account. If a necessary endorsement of a payee (other than yours) is missing, the Item will not be deposited into the Account.
- **Dates.** An Item will be deposited into the Account even though it is stale-dated, post-dated or does not bear a date.
- **Amounts.** If the written and numeric amounts of an Item differ, the written amount will control over the numeric amount unless the written amount is ambiguous. If the amount of an Item cannot be determined or if the amount is missing altogether, the Item will not be deposited into the Account.
- **Drawer's Signature.** If the drawer's signature is missing, we will deposit the Item into the Account and affix a stamp requesting the drawee bank or other payor to contact the drawer for authority to pay the Item.
- **Alterations.** An item which appears to us to have been materially altered will not be deposited into the Account.



Treasury Management Services
A/R Advantage Service
Terms and Conditions



- **Other Language.** We will have no responsibility to look for or detect "paid in full" or similar language appearing on or with Items. Items will be deposited into the Account notwithstanding any such language, and we will have no liability to you as a result of such deposit.
- **International Payments.** You may instruct us to return to you unprocessed all Items that are denominated in foreign currency and drawn upon a foreign bank. If you do not so instruct us, then at our discretion we will either send the Item for collection and credit your Account when we receive final payment, or give you provisional credit for the U.S Dollar equivalent of the Item at our then current exchange rate for the currency in question, and process the Item through our normal banking channels. An appropriate advice will be forwarded to you. You will bear the risk of any fluctuation in exchange rates.

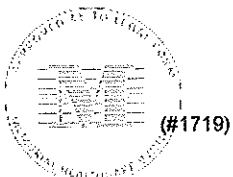
Processing Procedures. Items found acceptable for deposit will be encoded, endorsed, and deposited into the Account. The endorsement will be our standard endorsement for lockbox items, as it reads from time to time, and this endorsement will be the binding endorsement of the payee of the Item. We will process Items and make deposits throughout each Banking Day. During each Banking Day, we will make available to you images of the following:

- Deposited Items
- Accompanying Documents

We will send back to you the originals of the following:

- Except for Items denominated in a foreign currency that we process in accordance with the Section on International Payments above, original Items unacceptable for deposit, and any accompanying documents and other miscellaneous written communications received through the lockbox that are related to such Items.

Image Delivery. We will make images of the documents listed above available to you through PINACLE® or by delivering to you a CD-ROM or by other agreed upon physical medium. Images may be viewed through PINACLE. Use of PINACLE is subject to the separate terms and conditions for that Service (including hours of availability), which we will provide to you if you elect to use it. If you elect to receive images on a physical medium, we will deliver a CD-ROM or other physical medium to you daily, weekly or monthly as you request. Unless in our sole discretion we agree otherwise, the CD-ROMs or other physical medium we send you containing your images will be encrypted to help protect the images from unauthorized access. We will provide you with a copy of the software necessary for you to decrypt the images. You will be responsible for managing access to and use of the decryption software and any related tools used within your organization for access to your images.



Treasury Management Services A/R Advantage Service Terms and Conditions



We will handle original Items and present them for payment according to our procedures in effect from time to time. Certain original documents that are too large or otherwise cannot be scanned will be returned to you. We will destroy the originals of all other documents three (3) days after we receive them. We retain image files for a limited period of time, which may change from time to time and which we will tell you upon request. Beyond that time, the best way to ensure availability of images or copies of your Items and other documents is to download them from PINACLE and/or take delivery of the images on CD-ROM or other physical medium that you can keep. If the image of a particular document (other than an Item) is not legible, we will be unable to produce another image or copy if you tell us after we have destroyed the original. We will not be liable to you if an image is not legible.

Image Retention. All deposited Items will be imaged in processing sequence for reference purposes. We will retain the images for a period consistent with our policy in effect from time to time and will provide photocopies of deposited Items to you upon timely request and payment of our retrieval and photocopying charges.

Returned Items; Adjustments. We will notify you of returned Items. We will have the right to credit or debit the Account to correct processing mistakes that are capable of correction. Copies of credit or debit advices will be sent to you.

Cooperation. You agree to assign appropriate contact(s) to work with our personnel for the establishment and operation of lockbox services. You agree to follow reasonable procedures specified by us from time to time that are necessary for the efficient operation of this Service.

Return of Paper Documents. If you have elected not to receive image delivery of all or some of the documents listed above via PINACLE, CD-ROM or other electronic or non-paper physical or electronic medium, and instead have chosen to receive paper documents, you acknowledge and accept the additional risk of inadvertent mailing errors and other errors related to your request for return of the original paper documents in your lockbox. You agree to release PNC from any claims, losses, damages or liabilities you may incur as a result of the inability to reconstruct lockbox documents that we mail to you or that are lost or misdirected, or as a result of any disclosure of the paper documents and their contents, in the absence of PNC's gross negligence or willful misconduct.

Termination. Either you or we may terminate this Service as provided elsewhere in this Agreement. Any mail received by us in the lockbox after the termination date will be sent to the address specified by you for a minimum period of one hundred eighty (180) days and longer if mutually agreed upon in good faith by the parties. You will pay us our charges for forwarding any mail.



Treasury Management Services
A/R Advantage Service
Terms and Conditions



ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature] Matthew J. Mahan

Title: PRESIDENT & CEO EXP. CFO

Memorial Health Network, Inc.

By: Matthew J. Mahan [Signature]

Title: TREASURER CEO



(#1719)

Treasury Management Services

Remittance On-Site

Terms and Conditions



These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

Remittance On-Site.

This Service allows you to scan checks, plus any associated remittance documents and transmit the images to us as if such checks and documents had been sent directly to your lockbox with us. We will use those electronic images to print substitute checks and enter them into the check collection system or we will enter the images into the collection system. We will provisionally credit your account for the deposit ("Remittance Deposit"). We will make images of the checks and associated remittance documents available to you through PINACLE®.

The term "Substitute Check" has the meaning defined in the Check Clearing for the 21st Century Act and its implementing regulations ("Check 21"). By using this Service, you and we agree to be legally bound by the Service Agreement. Any undefined capitalized terms shall have the meanings defined in the Service Agreement or Check 21.

Account.

To use this Service, you must have a demand deposit account with us ("Account"). You agree to follow our procedures to maintain the Account. The terms and conditions of the Account Agreement, including without limitation, the section titled *Use of Check Images and Substitute Checks*, shall apply to your Remittance Deposits. The terms of our Funds Availability Policy shall apply to the Substitute Checks or images deposited with us using this Service as though they were the original checks. Also, to use this Service you must agree to the terms and conditions for any other Services you will need to use this Service such as the PINACLE Service and A/R Advantage Service, as applicable to you.

Software and Materials.

In order for you to use this Service, you will be provided with a CD-ROM to install the software. We will provide a user manual and other appropriate materials that will give you details on how to use this Service and install the software. The user manual and any other materials are considered part of the Documentation for the Service and are incorporated herein by reference.

Transmissions.

In order to transmit your Remittance Deposit file, containing your checks images and associated remittance documents, you will have to comply with any Security Procedures as defined in the Service Agreement, including any terms and conditions. You will transmit the Remittance Deposit file to a secure site as directed



Treasury Management Services
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in the user manual. You will scan each check, plus any associated remittance documents.

We will not process duplicate, partial or incomplete Remittance Deposit files.

If you cannot scan an original check or you do not want to use this Service to deposit an original check, you may deposit the original check at any of our branches or send the original check via U.S. mail to your lockbox, and the check will be processed in accordance with the Service Agreement.

If the Substitute Check or an image of the Substitute Check is returned for any reason, we will return the check to you as an Image Replacement Document ("IRD") as defined in the American National Standards Institute's X9 standards. Subject to our right to refuse any item for deposit as stated in the Account Agreement, you may re-deposit any check that was deposited using this Service by sending us another Remittance Deposit file containing an image of the check or the IRD. After you have sent us an image of an original check for deposit, you may not deposit the original check with us or with any other financial institution, even if the Substitute Check we created from your Remittance Deposit or an image of such a Substitute Check is returned. You must employ appropriate measures to ensure that original checks are not deposited.

Purchase of Equipment and Retention of Checks.

When using this Service, you must comply with the Service Agreement, including these Terms and Conditions, the Documentation, and the Account Agreement. While using this Service and upon reasonable notice, you agree that we can inspect your premises to the extent that we in good faith determine to be reasonably necessary under the circumstances in order to determine your compliance with the provisions of the above-referenced documents; provided that any such inspection shall take place after reasonable prior notice and during your normal administrative business hours. You must purchase the scanners you need to use this Service. We may recommend a vendor from whom you can purchase scanners, but you must purchase scanners that are compatible with this Service. You agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

You agree to retain each original check, and an image of each original check in a format specified by us, without affixing any void language to the original check, for a minimum of fourteen (14) calendar days from the date of the deposit ("Retention Period"). You agree, upon our request and during the Retention Period, to provide either the original check or an imaged copy of any check that was transmitted to us using this Service. You agree to store each original check and an image of each original check in a secure location. Upon reasonable prior notice, you agree that we can inspect the location where you keep the original checks and imaged checks to the extent that we in good faith determine to be reasonably necessary under the



Treasury Management Services
Remittance On-Site
Terms and Conditions



circumstances, provided that any such inspection shall take place during your normal administrative business hours, but we have no obligation to conduct an inspection.

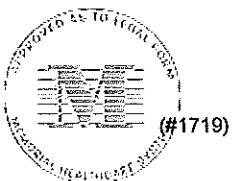
Deposit of Check Images.

You are responsible for determining whether an original check is eligible for deposit as a check image in accordance with these Terms and Conditions and the Documentation provided to you from time to time. Without limiting the foregoing, you shall not deposit (i) a check image created from any check or item that is not eligible for conversion to a Substitute Check, including but not limited to non-US dollar denominated checks, checks drawn on foreign banks, forward or return items in carrier documents, or photocopies in lieu of mutilated items, or (ii) an electronically created image that did not actually originate from a paper item.

You shall review each check image prior to transmission of the check image to us in order to confirm the legibility and accuracy of the check image, and that the check image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image.

You agree to comply with all Documentation that we provide to you with respect to the scanning of an original check, the creation of the check image and the transmission of the check image to us. You acknowledge and agree that we do not separately verify that the check image is eligible for conversion to a Substitute Check or verify the accuracy, legibility or quality of the check image or MICR line information received from you. You acknowledge and agree that you are responsible for any copies of check images or original checks that you maintain, and you are responsible for any loss that may arise as a result of unauthorized access to or use of such original checks or check images. We are not obligated to accept a check image for deposit from you, and we may in our sole discretion reject a Remittance Deposit at any time and request that you deposit the original check, except with respect to your rights to re-deposit any check that was deposited using this Service as indicated above.

When we transfer or present a check image, or a Substitute Check created from that check image, we make certain representations and warranties under contract or under applicable law, including, without limitation, Check 21, clearinghouse rule and Federal Reserve Operating Circulars. With respect to each check image that you send to us, and each Substitute Check that we make from such a check image, you are deemed to make to us any representation or warranty that we make to any person (including without limitation a collecting bank, a Federal Reserve Bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that a check image that is received by us using this Service or a Substitute Check created by us in accordance with these Terms and



**Treasury Management Services
Remittance On-Site
Terms and Conditions**



Conditions, shall be considered a check and/or an item for all purposes under the Service Agreement.

With respect to each check image that you send to us, and each Substitute Check that we make from such a check image, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from a breach of a representation or warranty as set forth in these Terms and Conditions, (b) as a result of any act or omission by you in the creation of the check image or its transmission to us; (c) from any duplicate, fraudulent or unauthorized check, check image or Substitute Check that relates to the original check or the check image; or (d) from our action or inaction taken to collect, or otherwise in connection with, a check image that you send us or a Substitute Check that we produce from such a check image. The foregoing indemnification obligation shall not apply if the losses, claims, damages, liabilities and expenses result solely from our gross negligence or willful misconduct.

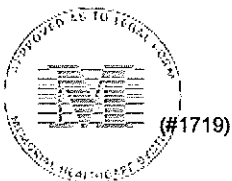
Termination of Service.

In addition to the termination provisions in the Service Agreement, we reserve the right to suspend your access to all or any portion of the Service at anytime without notice to you. You shall also pay all amounts then due and owing to us with respect to this Service within thirty (30) calendar days following notice to you of the effective date of termination.

LIMITATION OF LIABILITY.

IN ADDITION TO THE LIMITATION OF LIABILITY LANGUAGE IN THE SERVICE AGREEMENT:

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THIS SERVICE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.



Treasury Management Services
Remittance On-Site
Terms and Conditions



UNDER NO CIRCUMSTANCES SHALL WE, ANY OF OUR AFFILIATES OR ANY OF OUR SUBCONTRACTORS, BE LIABLE TO YOU FOR CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, REVENUE, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN EACH CASE BASED ON OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IN EACH CASE WITH RESPECT TO THIS SERVICE.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CTP

Title: ANDREA B. SMITH, VP - PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

Matthe J. Mulant

VP: CFO

Memorial Health Network, Inc.

By: Matthe J. Mulant

Title: TREASURER

[Signature]

CEO



Treasury Management Services



Account Reconciliation Service Terms and Conditions

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This service provides you with periodic reconciliation reports for your PNC Bank corporate checking accounts. You may select from four plans. In each case, when we say that we will make reports available to you, we mean that we will either mail them to you or make them available to you via our PINACLE® Service or other electronic means, within the stated number of days. Under each Plan you will use Magnetic Ink Character Recognition ("MICR") encoded, consecutively-numbered checks printed in accordance with the applicable ANSI specifications.

Partial Reconciliation Plan: We will provide you with reconciliation reports of checks paid against your designated accounts. Information in the reports will include check numbers, amounts, and dates paid. The reconciliation periods will correspond to the statement cycle periods. We will make the reports available to you within five (5) Banking Days after each statement cut-off date.

Range Plan: We will provide the same reports as under the Partial Reconciliation Plan, and will, in addition, include the serial numbers of outstanding checks. You will provide us with the beginning and ending check serial numbers for each statement period and the serial numbers of any checks cancelled during the statement period. We will make the reports available to you within eight (8) Banking Days after each statement cut-off date. Your failure to timely provide the noted check information will result in incomplete reporting for which we will have no liability.

Full Reconciliation Plan: We will provide the same reports as under the Range Plan, and will, in addition, include the issue dates and amount of outstanding checks. You will provide us with

the beginning and ending check serial numbers for, and the issue date and amount of each check issued during, each statement period and the serial numbers of any checks cancelled during the statement period. We will make the reports available to you within eight (8) Banking Days after each statement cut-off date. Your failure to timely provide the noted check information will result in incomplete reporting for which we will have no liability.

Fine-Sort: We will provide you with checks sorted in ascending serial number order for each statement cycle together with demand deposit statement. Reconcilements are not provided under this Plan. We will mail the fine-sorted checks to you within five (5) Banking Days after each statement cut-off date.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

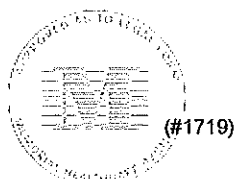
By: [Signature] Matthew J. Mulvaney

Title: PRESIDENT & CEO EMP: CEO

Memorial Health Network, Inc.

By: Matthew J. Mulvaney [Signature]

Title: TREASURER CEO





These terms and conditions are part of our Treasury Management Services Comprehensive Agreement with you.

Account Transfer Service

This Service allows you to initiate transfers of funds between PNC accounts that you have designated and that we have approved for such transfers, using PINACLE®. Transfers that you initiate prior to 8:00 PM ET on a Banking Day will be credited to your account once you hit the submit button and we have accepted the transaction. Should your transaction be rejected for any reason, you will be notified on the screen at that time. Transfers that you initiate on a day other than a Banking Day, or after 8:00 PM on a Banking Day, will be credited to your account after the start of business of the following Banking Day.

Transaction Limitations

You may designate a Money Market Deposit Account as one of the accounts from which you may make transfers. However, you understand that transfers from such accounts are subject to the limitations described in our Account Agreement for Business Accounts that we provided to you separately. Transfers made using this Service are included in the limit of six (6) preauthorized transfers that you may make from a Money Market Deposit Account in any monthly statement period.

Authorization for Funds Transfers Between PNC Bank Accounts

Each of the entities signing below (each, a "Customer") hereby requests access to PNC's Account Transfer Service through PINACLE for the purpose of making transfers of funds between any of the PNC accounts of any of the Customers listed below. Each Customer hereby authorizes and instructs PNC to make such transfers when requested by any Customer, subject to the terms and conditions of the Treasury Management Services Comprehensive Agreement, including the Terms and Conditions for PINACLE and for the Account Transfer Service, and each Customer agrees to be legally bound thereby. The person signing for each Customer represents and warrants that he or she is authorized to sign this Authorization on behalf of that Customer.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTH CARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature] Matthew J. M. [Signature]

Title: PRESIDENT & CEO EXP: CFO

Memorial Health Network, Inc.

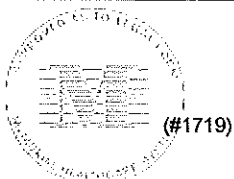
By: Matthew J. M. [Signature] [Signature]

Title: TREASURER CEO

FOR INTERNAL USE ONLY

TMO/SA Signature _____

IMS Request # _____



Treasury Management Services

Automated Clearing House (ACH)

Origination Service Terms and Conditions

For Originators and Third Party Senders

August 2011

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service enables you to send Instructions to us for the transfer of funds through the Automated Clearing House (ACH) Network. In doing so, you warrant to us that you will comply with and be bound by the Rules of the National Automated Clearing House Association as in effect from time to time ("NACHA Rules"). You should obtain a copy of, and become familiar with, the NACHA Rules. Any warranties and indemnities that you give to us under the NACHA Rules are in addition to, and not in limitation of, the warranties and indemnities that you give under the Service Agreement. You acknowledge that you may not originate Entries that violate the laws of the United States. You agree from time to time to provide us with any information we reasonably request to validate the nature and lawfulness of your business and you agree that, upon reasonable notice, we may audit your compliance with these terms and conditions, any applicable regulatory policies and guidelines, and the NACHA Rules, as applicable to your use of the Service. You agree to provide us with any information or documentation we reasonably request to perform a review or audit of your compliance; and we may inspect your premises to the extent that we deem reasonably necessary under the circumstances in order to determine your compliance; provided that any such inspection shall take place after reasonable prior notice and during your normal administrative business hours.

Definitions. Capitalized terms used in these Terms and Conditions and not defined herein have the meanings defined in the NACHA Rules.

"Credit Entry" means an Entry for the deposit of money to the deposit account of a Receiver.

"Debit Entry" means an Entry for the payment of money from the deposit account of a Receiver.

"Effective Entry Date" means the Banking Day you specify in an Entry on which the Receiver's deposit account is to be credited or debited for the Entry.

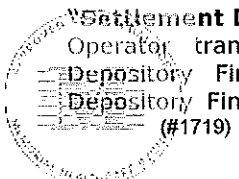
"On Us Entry" means a Credit Entry or a Debit Entry to an account of the Receiver at PNC Bank.

"Settlement Date" means the date on which the ACH Operator transfers funds between the Originating Depository Financial Institution and the Receiving Depository Financial Institution. For an On Us Entry, (#1719)

the Settlement Date is the date on which we debit or credit the Receiver's account and your Account with us, respectively, for the amount of the Entry.

Originating Entries. You may originate Credit Entries or Debit Entries which conform to the format requirements, and which are received by us within the deadlines, contained in the NACHA Rules and in the Documentation, for this Service. We must be notified in advance and as part of the implementation process if you will be originating International ACH Transactions ("IAT's"). Failure to do so will result in rejection of your Instructions containing IAT Entries. You must also notify us in advance, and be approved by us, before originating Internet-Initiated Entries ("WEB") or Telephone-Initiated Entries ("TEL"). The Documentation received at implementation for your use of this Service may also identify other restrictions on the types of ACH transactions that you may originate. Failure to comply with any noted restrictions will result in the rejection of restricted Entries, or the suspension or termination of ACH Origination Services.

We will process the transaction file containing your Entries, and transmit the Entries (other than On Us Entries) to the ACH Operators, within the applicable deadlines to meet the Effective Entry Date specified in the file, provided that we receive the file from you within the deadlines stated in the applicable Documentation for this Service. A file transmitted to us electronically, including via the Internet, is considered to have been received by us when we have actually received both the entire file and execution of the agreed upon Security Procedures. If we receive a file from you after the applicable deadline, we will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, we will not be liable to you or to any third party if settlement is not met. We will provide you with a list of days on which we do not process files and changes to the list as they occur. If an Entry is returned to us through the ACH Network, we will debit or credit your Account accordingly, and we will notify you no later than the next Banking Day after we have credited or debited your Account. Unless otherwise agreed between us, we will have no obligation to retransmit a returned Entry unless the reason for the return was an error



by us. Except in cases of such error, you must retransmit the Entry to us.

Settlement for Entries. You agree to maintain with us one or more designated demand deposit Accounts during the term of this Service (the "Account" or "Accounts") for settlement purposes, as stated in the Documentation. Upon termination of this Service, you agree to keep available balances in the Accounts in such amount, and for such period of time, and to provide such security as we reasonably determine is necessary, to cover the potential return or reversal of Entries you have originated through us.

Credit Entries. We will charge your Account on Settlement Date for the total amount of your Credit Entries. You agree to have on deposit in the Account(s) on Settlement Date sufficient available funds to cover the total amount of your Credit Entries. If you do not make such funds available on Settlement Date, we reserve the right to set off against any of your other accounts with us or against any of your other property in our possession in addition to such other rights as we may have at law or in equity.

Debit Entries. We will credit your Account on Settlement Date for funds we receive in settlement for your Debit Entries. These funds will be available to you on Settlement Date; however, if any Debit Entries are returned to us in accordance with the NACHA Rules, or if any Debit Entries originated by you were unauthorized, we reserve the right to charge the amount of such Debit Entries to the Account or to set off against your other account(s) or property in our possession in addition to such other rights as we may have at law or in equity.

ACH Entry Limits. We will establish separate limits ("Limits") for your ACH Credit Entries and ACH Debit Entries that you may originate subject to credit approval. The Limit for ACH Credit Entries is the maximum dollar amount of accumulated ACH Credit Entries for which we have not received final payment from you and which, subject to these terms and conditions, we will process for you. The Limit for ACH Debit Entries is the maximum dollar amount of accumulated ACH Debit Entries for which we have not received final payment from the Receiving Depository Financial Institution and which, subject to these terms and conditions, we will process for you. We may change your Limits at any time in our sole discretion. If we receive an ACH transaction file from you containing Entries which alone, or in combination with any other aggregated Entries, exceeds your Limit for that type of Entry, we may decline to process the ACH transaction file in our sole discretion. Our election to process any ACH transaction file which exceeds any of your Limits will not affect or limit our right to reject any future ACH transaction file which exceeds your Limit at any time. We will not be liable for delaying or not processing an ACH file if such processing would cause your Limit to be exceeded.

You authorize us to obtain credit reports and other information about you and your business from time to

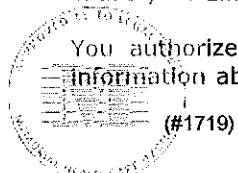
time as we may determine in our sole discretion to be necessary or advisable to enable us to establish and review your Limits. You authorize those persons with whom you do or have done business to provide such information to us upon request. We reserve the right to require you to pre-fund your ACH Entries or we may implement other risk mitigation procedures for you at any time and from time to time. You will be notified in writing in advance of the implementation of a prefunding or other risk mitigation requirement.

Confirmation; Account Reconciliation. We will provide notice of all ACH Entries to your Accounts received or settled with us on your periodic Account statements. If you use our information or balance reporting services, you can also receive notice electronically or by such other method as we may make available from time to time.

Disclosure to NACHA. You agree that we may provide to NACHA such information about your business and your Entries as NACHA may request from time to time in accordance with the NACHA Rules, or if we have reasonable indications that your ACH activity may be harmful to the ACH network and/or other ACH participants.

Your Representations and Warranties. (a) You represent and warrant to us that for each ACH Entry you submit to us for processing: (i) you have obtained all authorizations from the Receiver which are required by the NACHA Rules, by Regulation E or other applicable law and these terms and conditions; (ii) such authorizations are still valid and have not been revoked by operation of law or otherwise; (iii) you will retain all such authorizations for a period of six (6) years after their termination or revocation, or for such longer period as may be required by the NACHA Rules or applicable law, and provide a copy to us upon request; (iv) each Entry has been submitted with your authorization and in accordance with these terms and conditions, including applicable Security Procedures; (v) each Entry is for an amount which, as of the applicable Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry; (vi) each Entry also conforms in all other respects to the NACHA Rules and applicable law; (vii) you are in compliance with all ordinances, statutes and regulations applicable to the conduct of your business; and (viii) all of your actions hereunder are performed in compliance with all applicable provisions of the NACHA Rules as they may be amended from time to time.

Notice to Third Party Senders. You must notify us in writing, and be approved by us, before you act as a Third Party Sender. Generally, a Third Party Sender is someone that originates Entries through its account with us for the purpose of effecting a payment between an Originator and the Receiver. Please refer to the NACHA Rules to determine if you are acting as a Third Party Sender. As a Third Party



Sender, you are bound by these ACH Origination Service Terms and Conditions and you must ensure that you fulfill all of the responsibilities of a Third Party Sender under the NACHA Rules. Among other things, before originating Entries through us for an Originator, you must conduct "know your customer" due diligence and obtain and verify, at a minimum, the Originator's name, address, phone number and taxpayer identification number and that the Entries you will originate through us are for the Originator's lawful business activity. We reserve the right, in our sole discretion, to refuse to process Entries for a particular Originator. You represent and warrant that all Originators have acknowledged in a written agreement with you that they may not originate Entries that violate the laws of the United States and that they will be bound by the NACHA Rules and have assumed the responsibilities of an Originator thereunder. Within two (2) Banking Days of our written or oral request, you must provide us with information that we reasonably request to comply with any laws, regulatory policies and guidelines and the NACHA Rules that relate to your use of this Service, which includes, without limitation, information to (i) identify the Originators for which you are originating or intend to originate Entries including names, addresses, taxpayer identification numbers and principal business activities of such Originators, (ii) determine if such Originators have lawful businesses, (iii) periodically audit and access such Originators' and/or your Entries to determine your compliance with these terms and conditions, and (iv) verify the number of banks you use to originate Entries for your Originators. You shall also complete any documents, including without limitation, questionnaires, required by us in order for you to use this Service.

Security Procedures. The Security Procedure that you agree to use will depend upon the delivery method chosen by you:

(i) If your file will be sent through PINACLE®, you will be provided a secure USERID and OPERID with a password. Each OPERID will receive a token and will have their own authorized entitlements assigned by your designated security administrator(s).

(ii) If your file will be sent directly to us from your site (CPU – CPU or dedicated line), you will be prompted to provide a confirmation of control totals with every file and you will also have the option to use encryption.

(iii) If your file will be sent by a Third Party Service Provider (e.g. a payroll provider), control totals will be reported to us by the Third Party Service Provider. You will instruct your Third Party Service Provider to supply control totals with every file.

(iv) If your file will be sent by the Cash Concentration or CIPS application, each of your users will have a location and password that will be required for input of payment information. Control totals will be provided by the Cash Concentration or CIPS application vendor.

Termination. In addition to the termination provisions in the Service Agreement, we reserve the

right to suspend or terminate ACH Origination Services, or any Originator associated with a Third Party Sender, immediately upon notice to you in the event of excessive rates of returns, as determined by us in our sole discretion, any breach associated with these terms and conditions, or non-compliance with the NACHA Rules.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

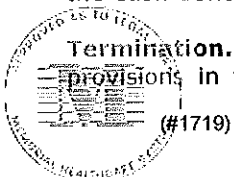
By: [Signature] Matthew J. Mahan

Title: PRESIDENT & CEO VP & CFO

Memorial Health Network, Inc.

By: [Signature] Matthew J. Mahan

Title: TREASURER CEO



Treasury Management Services

PNC Cash Logistic Services (CLS)

Terms and Conditions



These terms and conditions contain product descriptions and guides for product use and are part of your service agreement with us, or a predecessor bank, for treasury management services (the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service provides you with a means of depositing and obtaining substantial amounts of coin and currency.

Meaning of Terms

The terms "**cash**," "**coin**," and "**currency**" mean the legal coin and currency of the United States of America or such other legal coin and currency of any other country approved by us. You will not deposit, and we will not accept, the coin or currency of any other country not approved under this Service. Note: We currently accept Canadian coin and currency.

Your Account

You will maintain a demand deposit account with us at all times while using this Service ("Account"). All of your deposits of cash and coin will be credited to, and all withdrawals debited against, your Account.

Deposits by You

You will purchase or otherwise supply and maintain clear disposable plastic security bags for deposits. Plastic bags should be sealed according to the manufacturer's instructions. You will prepare your deposits in good order as follows:

- Cash deposits will be accompanied by a deposit ticket with the dollar amount fully visible through the plastic security bag or in an outer pouch that is accessible without opening the sealed bag. The shipping label on the bag must include your name, location, location number, and dollar amount said to be contained in the deposit.
- Deposits will be delivered by your authorized armored carrier to the secured facility specified by us.
- Cash and coin deposits must be received by us prior to the deadline shown on our CLS Processing Sites and Cash Deposit Deadlines document which has been provided to you. Deposits received after the applicable cut-off time will be considered by us to have been received on the following Banking Day, thereby delaying normal funds availability by one (1) Banking Day. Deposits presented to our Money Room that contain checks will be accepted but will be considered nonstandard and subject to premium handling fees. Mixed deposits will be processed pursuant to the deposit deadlines as noted on the CLS Processing Sites and Cash Deposit Deadlines document.
- Your deposits will be deemed to be made when we receive them at the CLS facility.

Processing by Us

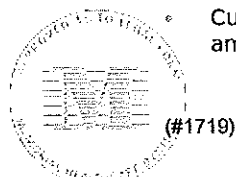
We will process your deposits as follows:

- Deposits will be receipted and conditional (subject to count) credit assigned based on the amount identified on the visible/accessible deposit ticket. Deposits that do not contain legible "said to contain" deposit amounts on visible/accessible deposit ticket are also subject to delayed ledger credit of one (1) Banking Day and are subject to premium handling fees.
- We will count coins and currency and you will accept our count as the valid and binding final count.
- If our count varies from your count, a credit or debit adjustment will be made to the Account for the difference. Upon request, we will provide you with any information reasonably available to us which may assist you to reconcile the difference.

Withdrawals

You may order currency and coin from us as follows:

- Currency in any denomination as listed below may be ordered in standard-strap quantities or in amounts less than the standard quantity at a premium fee.



Treasury Management Services

PNC Cash Logistic Services (CLS)

Terms and Conditions



<u>Denomination</u>	<u>Notes/Standard Strap</u>	<u>Value/Strap</u>
\$1.00	100	\$100.00
\$2.00	100	\$200.00
\$5.00	100	\$500.00
\$10.00	100	\$1,000.00
\$20.00	100	\$2,000.00
\$50.00	100	\$5,000.00
\$100.00	100	\$10,000.00

- Coin in any denomination as listed below may be ordered in full-box units (50 rolls), or in less than full box increments (per roll) at a premium fee.

<u>Denomination</u>	<u>Value/Box</u>	<u>Value Roll</u>
	\$25.00	\$.50
\$0.05	\$100.00	\$2.00
\$0.10	\$250.00	\$5.00
\$0.25	\$500.00	\$10.00
\$0.50	\$500.00	\$10.00
\$50.00	\$1,000.00	\$25.00
\$1.00 (40 rolls)		

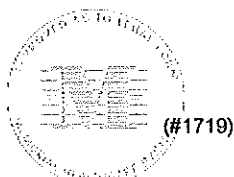
- We will debit your Account for the face value of the monies ordered on the day on which we process your order.
- You may place orders for coin and currency 24-hours per day by accessing our Automated Telephone Order Entry or our Money Room Web- Based order System no later than 11:00am Local Time one (1) Banking Day prior to the requested day of delivery. We will provide you with a PIN for each location specified by you.
- We will provide processing on all Banking Days.
- Withdrawals will be deemed to be made when the coin or currency is delivered to your armored car service.

Courier Service/Risk of Loss

- You agree that any armored car service used to deliver or secure coin, currency or other material to or from the CLS Facility, will be certified and licensed as required by applicable law and will act as your agent.
- You will bear the entire risk of loss of your coin, currency or other property when it is in the custody or control of you or your armored car service.

Our Use of Agent

From time to time, we may use an affiliated or unaffiliated third party or agent to receive your deposits, deliver your coin and currency orders, and perform any of the other services to be performed by us in providing the Service. We will provide you with all necessary instructions for contact with the third party or agent. Our use of a third party or agent will not relieve us of our obligations to provide this Service.



(#1719)

**Treasury Management Services
PNC Cash Logistic Services (CLS)
Terms and Conditions**



ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CFP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

[Signature]
EVP, CFO

Memorial Health Network, Inc.

By: [Signature]

Title: TREASURER

[Signature]
CEO



(#1719)

Treasury Management Services



Controlled Disbursement Service Terms and Conditions

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

Under this Service, we will provide to you each Banking Day, in accordance with your instructions, two reports by one of the following methods selected by you: (a) through PINACLE®, (b) through Treasury Work Station or (c) by telephone, setting forth your checks that are to be posted against your designated PNC Bank account. We will notify you separately of the approximate times of these reports.

You will use checks encoded with a unique transit routing number to enable us to identify them for inclusion in the daily notification. We will provide you with a check printer specification layout form to ensure that all checks are printed in accordance with applicable specifications. You will have in, or will deposit to, your designated PNC Bank account sufficient available funds to cover the full amount of all checks and other debits that are cleared through or presented against it on a particular Banking Day by our close of business on that same Banking Day. Such deposits may be made by wire transfer or transfer from one of your other accounts with us, or by whatever other means we agree on with you, except that we will not accept funding for this purpose through ACH. If you fail to fund the account on the same Banking Day we will not be

obligated to create an overdraft and may return checks unpaid.

If you have Controlled Disbursement with Intraday Funding, then you will have one or more Controlled Disbursement Accounts and a Master Funding Account. Throughout the Banking Day, debits and credits in the Controlled Disbursement Accounts build to either a net debit or net credit balance. After the final Controlled Disbursement Account presentment, each Controlled Disbursement Account balance is automatically reviewed and returned to a zero balance by an internal debit or credit funds transfer, with an offsetting entry to the Master Funding Account. You shall fund the Master Funding Account no later than the end of the day we notify you to do so and in the amount of the checks to be paid. If you fail to so fund the Master Funding Account, we will not be obligated to create an overdraft and may return checks unpaid.

In certain PNC Bank markets, it is necessary to use an Account Reconciliation Plan (Paid-Only, Stops Only-No Output, Range, or Issue) in conjunction with the Controlled Disbursement Service.



ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

Matthew J. M...

EVPI, CFO

Memorial Health Network, Inc.

By: Matthew J. M...

Title: TREASURER

[Signature]

CEO



(#1719)

Treasury Management Services
Deposit-On-Site
Terms and Conditions
(July 2012)



for all purposes under the Service Agreement, including these Terms and Conditions, and the Documentation.

With respect to each check image that you send or release to us, and each Substitute Check that we make from such a check image, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from a breach of a representation or warranty as set forth in these Terms and Conditions, (b) as a result of any act or omission by you in the creation of the check image or its release to us; (c) from any duplicate, fraudulent or unauthorized check, check image or Substitute Check that relates to the original check or the check image; or (d) from our action or inaction taken to collect, or otherwise in connection with, a check image that you send or release to us or a Substitute Check that we produce from such a check image. The foregoing indemnification obligation shall not apply if the losses, claims, damages, liabilities and expenses result solely from our gross negligence or willful misconduct.

Software Licensing Terms.

For this Service, we grant you a personal, nontransferable and nonexclusive license to use the Program as described herein. You may continue to use the Program until either party terminates the Deposit-On-Site Service. Your use of the Program is limited to you processing your checks for internal business purposes. Except as otherwise agreed by us, you are prohibited from using the Program for any purpose outside the scope of these Terms and Conditions.

You are responsible for acquiring, installing, and maintaining the data processing and related equipment necessary to properly operate the Program.

You acknowledge that you are obtaining no title to or ownership of the Program or other materials licensed or received as a result of these Terms and Conditions. No right is granted for use of the Program by any third party or by you to operate a Service Bureau.

You shall not copy, transfer or disclose the Program to any other person, firm or corporation except for your employees or agents who require such knowledge of the Program in the ordinary course and scope of their employment or affiliation with you. You shall not modify, disassemble, decompile, reverse assemble or reverse compile or engineer any part of the Program, in whole or in part, or permit any other person to do so without our prior written consent. You may not assign, loan, rent, electronically distribute or timeshare the Program. You must retain intact all applicable copyright, patent and trademark notices on and in all copies of the Program. This Section shall survive termination or expiration of this Service.

Termination of Service.

In addition to the termination provisions in the Service Agreement, we reserve the right to suspend your access to all or any portion of the Service at anytime

without notice to you. Upon your receipt of notice from us of termination of this Service, your license to use this Service shall terminate and you shall discontinue use of the Program. You shall return the Program and all Documentation received from us under these Terms and Conditions, including all archival or other copies thereof. You shall also pay all amounts then due and owing to us with respect to this Service within thirty (30) calendar days following notice to you of the effective date of termination.

LIMITATION OF LIABILITY.

IN ADDITION TO THE LIMITATION OF LIABILITY LANGUAGE IN THE SERVICE AGREEMENT:

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND IN CONNECTION WITH THIS SERVICE AND THE PROGRAM, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES SHALL WE, ANY OF OUR AFFILIATES OR ANY OF OUR SUBCONTRACTORS, BE LIABLE TO YOU FOR CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, REVENUE, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN EACH CASE BASED ON OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM OR THE SERVICE OR BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IN EACH CASE WITH RESPECT TO THE PROGRAM OR THIS SERVICE.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith, CFP

Title: VICE PRESIDENT, PNC HEALTH CARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

EXP: CFO



Treasury Management Services
Deposit-On-Site
Terms and Conditions
(July 2012)



Memorial Health Network, Inc.

By: _____

Title: _____

Matthew J. Miles
Treasurer

[Signature]
CEO



(#1719)

Treasury Management Services

Direct 835 Service

Terms and Conditions

These terms and conditions are part of our Treasury Management Services Comprehensive Agreement (the "Service Agreement") with you. By using this service, you agree to be legally bound by these terms and conditions and those in the Comprehensive Agreement.

These Terms and Conditions are part of our Treasury Management Services Comprehensive Agreement with you and are effective as of the _____ day of _____, _____ ("Effective Date"). By using this Service, you agree to be legally bound by these Terms and Conditions and those in the Comprehensive Agreement, including the Documentation.

This Service enables you to receive electronic healthcare remittance information from insurance payers in the ASC 835 format and to have electronic remittance files matched with their associated payments. Based on your instructions, we will contact payers to enroll your healthcare facility for electronic remittances and payments. We will notify you if we detect that a file is not in the format required by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") or does not contain the minimum required data elements. We will not alter the content of files, or otherwise change the information sent by the payer. We will transmit files to you using a mutually agreeable secure transmission method subject to the applicable sections of the HIPAA Rules as stated in our business associate agreement.

Optional Reassociation: If you have elected to have us match electronic remittances with their associated payments automatically, we will perform the following additional processes. When electronic remittances and payments are received, if the payer has provided sufficient information to enable an automated match, then we will match the associated remittances and payments. If no match can be made when a file is received, we will warehouse unmatched remittance files, pending receipt of the associated payment, according to your instructions. Matched remittance files will be transmitted to you for posting to your patient billing system. We will present reports to you on your matched and unmatched files via the PNC Healthcare module on PINACLE®.

To use this Service, you must agree to the terms and conditions for any other Services that you will need to use with this Service, such as PINACLE Services, as applicable to you.

Fees

The fees for these Services are set forth on Exhibit A to the Service Agreement. Fees for other Services are set forth on Exhibit A to the Service Agreement.

Term of Service

Either you or we may terminate this Service or the Comprehensive Agreement as stated in the Comprehensive Agreement.

Your Duties as a Client

You agree to assign a project team including appropriate personnel and resources to work with our personnel for discovery, project planning, Service implementation and continued operation of this Service. You agree to follow reasonable procedures specified by us from time to time, which are necessary for the efficient implementation and operation of this Service, including providing us with such information as we may reasonably request in order to perform the Service.

Transmissions

As to software, equipment, and services associated with each party's performance under this Agreement, you and we agree to reasonably cooperate with each other in order to provide support services sufficient to meet the requirements for transmissions. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related

matter. You and we agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall, at no professional service charge to the other, perform consultation on the design and implementation of the connection to the other party and test the connection prior to validating it. If any transmission is received in an unintelligible or garbled form, the receiving party, if feasible, shall notify the originating party as soon as determined. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a reasonable time of the existence of any condition which might have an adverse effect on the parties' ability to send or process transmissions. Nothing in this Agreement shall require a party to disclose to the other party any process, method or other information that is a trade secret or confidential or proprietary. You and we will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, transmissions.

You are responsible for selection and maintenance of the hardware, software or other technology you use to receive remittance information through us.

The payers are responsible for the accuracy of the information we transmit to you. We will not be responsible for any delay, misdirection of information, or other error in a transmission to the extent caused by or based upon the information provided to us by you or your payers. This Service does not alter any obligation you may have to maintain records of your transactions with your payers.

LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS OF LIABILITY IN THE COMPREHENSIVE AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR CLAIMS FOR OUR INABILITY TO REPRODUCE, RECOVER OR RETRIEVE DATA OR THE RECONSTRUCTION OF SUCH DATA, GOODWILL, PROFITS, USE OF MONEY,

INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE, OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE IN EACH CASE BASED ON OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE. IN THE EVENT THAT A PARTY FAILS TO SEND OR RECEIVE A TRANSMISSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SUCH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH FAILURE PROMPTLY, WHICH SHALL BE THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH FAILURE. THE LIMITATIONS ON AND DISCLAIMERS OF LIABILITY STATED IN THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature] Matthew J. Mufson

Title: PRESIDENT & CEO VP: CFO

Memorial Health Network, Inc.

By: Matthew J. Mufson [Signature]

Title: TREASURER CEO

Treasury Management Services Deposit-On-Site Terms and Conditions (July 2012)



These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

Deposit-On-Site.

This Service allows you to deposit checks into your account with us by scanning them to make electronic images of the checks and releasing the images to us. We will use those electronic images to print substitute checks and enter them into the check collection system or we will enter the images into the collection system. We will provisionally credit your account for the deposit ("Remote Deposit").

The term "Substitute Check" has the meaning defined in the Check Clearing for the 21st Century Act and its implementing regulations ("Check 21"). Any undefined capitalized terms shall have the meanings defined in the Service Agreement or Check 21.

The Deposit On-Site service also offers the following optional features:

The Remittance feature allows users to scan a remittance coupon that complies with our specification standards to capture data from the remittance coupon that can be exported directly from Deposit On-Site (data only).

The Image Export feature offers the delivery of a daily secure data transmission file transmitted as mutually agreed by the parties which reflects prior Banking Day deposit details along with images of deposit tickets and checks. When used together with the Remittance feature, the transmission file contains images of the remittance coupons. Images may also be viewed through Deposit On-Site PINACLE[®] access.

All deposited items and remittance coupon images will be available within Deposit On-Site for 35 days.

Account.

To use this Service, you must have a demand deposit account with us ("Account"). You agree to follow our procedures to maintain the Account. The terms and conditions of the Account Agreement, including without limitation, the section titled Deposit of Check Images, shall apply to your Remote Deposits. The terms of our Funds Availability Policy shall apply to the Substitute Checks or images deposited with us using this Service as though they were the original checks. Also, to use this Service you must agree to the terms and conditions of the PINACLE[®] Service.

Software and Materials.

In order for you to use this Service, we will provide you PINACLE[®] access to the Deposit-On-Site computer software program and its related documentation (collectively referred to as the "Program"). Additional

requirements regarding the use of the Program are detailed below. We will provide a user manual and other appropriate materials that will give you details on how to use this Service. The user manual and any other materials are considered part of the Documentation for the Service and are incorporated herein by reference.

Browser Requirements.

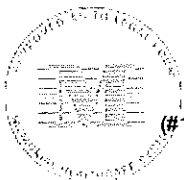
You must use a browser that meets our security and other requirements in order to access PINACLE[®] and the Program. If necessary, you will be notified upon log in to upgrade your browser and will be provided the necessary links. Our supported browser versions are listed in the PINACLE[®] help section.

Security Procedures.

We will distribute to you certain Security Procedures such as passwords, verification codes or other procedures to control your ability to create, balance and release to us your Remote Deposit file. You will disclose the Security Procedures for this Service only to those individuals to whom they are issued or who otherwise are required to know them and instruct those individuals that they may not disclose them or otherwise make them available to unauthorized persons. You will maintain the confidentiality and security of all Security Procedures for this Service, whether selected by you or assigned by us in accordance with the Confidentiality requirements in the Service Agreement. You agree to notify us immediately of any known or suspected unauthorized use or other breach of the Security Procedures for this Service. In accordance with these Terms and Conditions, we shall be entitled to accept any information, instruction, direction or transaction from any person using your Security Procedures for this Service. You agree that the use of your Security Procedures for this Service will have the same effect as your signature authorizing any instruction or transaction. You are responsible for all statements made and acts or omissions that occur while your Security Procedures are being used for this Service. You are responsible for the Remote Deposit files that are released to us using this Service and the Security Procedures. Where you have authorized any other person to use your Security Procedures for this Service in any manner, your authorization shall be considered by us to be unlimited and will be effective until you revoke the authorization and change your Security Procedures for this Service.

Processing Guidelines.

You will release your Remote Deposit file, containing your checks images, to our secure site as directed in the user manual. The Program will provide our endorsement to each check image. Upon receipt of your Remote Deposit file, we will confirm our receipt of your deposit within a deposit detail report. ("Deposit Detail Report"). Subject to these terms and conditions, the date of deposit is the date in the Deposit Detail Report, including for purposes of our Funds Availability Policy. After acknowledging receipt of your Remote Deposit, we will credit the checks in your Remote Deposit file to your designated Account. We will then process each check image for collection or create a Substitute Check for each check imaged in your file that meets the image quality standards set forth in the



Treasury Management Services Deposit-On-Site Terms and Conditions (July 2012)



Documentation, and process each Substitute Check for collection.

In order to credit the checks to your designated Account on the same Banking Day that we receive your Remote Deposit file, we must receive your file by 10:00 PM Eastern time. If the Remote Deposit file is received after that time, the file will be considered to have been received by us on the next Banking Day and the respective date will be reflected on the Receipt Notice.

We will not process duplicate, partial or Incomplete Remote Deposit files. If you cannot scan an original check or you do not want to use this Service to deposit an original check, you may deposit the original check at any of our branches and the check will be processed in accordance with the Account Agreement.

If the Substitute Check or an image of the Substitute Check is returned for any reason, we will return the check to you as an Image Replacement Document ("IRD") as defined in the American National Standards Institute's X9 standards. Subject to our right to refuse any item for deposit as stated in the Account Agreement, you may re-deposit any check that was deposited using this Service by sending or releasing to us another Remote Deposit file containing an image of the check or the IRD. After you have sent us an image of an original check for deposit, you may not deposit the original check with us or any other financial institution, even if the Substitute Check we created from your Remote Deposit or an image of such a Substitute Check is returned. You must employ appropriate measures to ensure that original checks are not deposited.

Purchase of Equipment and Retention of Checks.

When using this Service, you will follow the Service Agreement, including these Terms and Conditions, the Documentation, and the Account Agreement. While using this Service and upon reasonable prior notice, you agree that we can inspect your premises to the extent that we deem reasonably necessary under the circumstances in order to determine your compliance with the provisions of the above-referenced documents; provided that any such inspection shall take place during your normal administrative business hours. You must purchase the scanners that we believe in good faith are compatible with this Service. We will provide you a list of such scanners and will also recommend a vendor from whom you can purchase such scanners. Although you may purchase scanners from the list we provide or from a vendor not on such list, you agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

You agree to retain each original check, without affixing any void language to the original check, for a minimum of fourteen (14) calendar days from the date of the Receipt Notice ("Retention Period"). You agree, upon our request and during the Retention Period, to provide either an additional image copy of any check image that was released to us using this Service or the original check. You agree to store each original check or a copy of the imaged checks in a secure location. Upon reasonable prior notice, you agree that we can inspect

the location where you keep the original checks and copies to the extent that we deem reasonably necessary under the circumstances, provided that any such inspection shall take place during your normal administrative business hours, but we have no obligation to conduct an inspection.

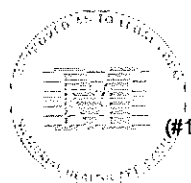
Deposit of Check Images.

You are responsible for determining whether an original check is eligible for deposit as a check image in accordance with these Terms and Conditions and the Documentation provided to you from time to time. Without limiting the foregoing, you shall not deposit (i) a check image created from any check or item that is not eligible for conversion to a Substitute Check, including but not limited to non-US dollar denominated checks, checks drawn on foreign banks, forward or return items in carrier documents, or photocopies in lieu of mutilated items, or (ii) an electronically created image that did not actually originate from a paper check.

You shall review each check image prior to releasing the check image to us in order to confirm the legibility and accuracy of the check image, and that the check image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image.

You agree to comply with all Documentation that we provide to you with respect to the scanning of an original check, the creation of the check image, and the submission of the check image to us. You acknowledge and agree that we do not separately verify that the check image is eligible for conversion to a Substitute Check or verify the accuracy, legibility or quality of the check image or MICR line information received from you. You acknowledge and agree that you are responsible for any copies of check images or original checks that you maintain, and you are responsible for any loss that may arise as a result of unauthorized access to or use of such original checks or check images. We are not obligated to accept a check image for deposit from you, and we may in our sole discretion reject a Remote Deposit at any time and request that you deposit the original check, except with respect to your rights to re-deposit any check that was deposited using this Service.

When we transfer or present a check image, or a Substitute Check created from that check image, we make certain representations and warranties under contract or under applicable law, including, without limitation, Check 21, clearinghouse rule and Federal Reserve Operating Circulars. With respect to each check image that you send or release to us, and each Substitute Check that we make from such a check image, you are deemed to make to us any representation or warranty that we make to any person (including without limitation a collecting bank, a Federal Reserve Bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that a check image that is received by us using this Service or a Substitute Check created by us in accordance with these Terms and Conditions, shall be considered a check and/or an item



(#1719)

Electronic Data Interchange (EDI) Service Terms and Conditions

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled Treasury Management Services Comprehensive Agreement). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service enables you to exchange remittance information electronically with your trading partners, either together with or independently of the associated payments. The associated payments are sent and received by either check (using our Comprehensive Payables Service), ACH or Funds Transfer and will be subject to our terms and conditions for those Services.

You may send and receive through us remittance information relating to your transactions with your trading partners in the format specified by you in the Documentation. You may request a change in the format in writing. We will evaluate your request and notify you whether the change has been approved and when it will become effective. We will translate your remittance information to and from the formats used by your trading partners. The formats to and from which we can translate your remittance information are stated in the Documentation. You are responsible for selection and maintenance of the hardware, software or other technology you use to send and receive remittance information through us.

We will use reasonable measures to provide for the security of the transmissions we send and receive on your behalf and you agree to comply with our Security Procedures in sending and receiving remittance information through us. You understand that we are not responsible for the security measures employed by your trading partners. Provided that we have used such reasonable measures, we will have no liability to you for any breach of security, inadvertent or otherwise, except as may be provided to the contrary in our business associate agreement.

We will send and receive remittance information in accordance with the deadlines stated in the Documentation. An EDI transmission is received by us when the transmission, including our agreed-upon Security Procedures, is completed. A transmission is received by you when we have completed the transmission in accordance with these terms and conditions. If we receive a transmission after the applicable deadline, it will be deemed to have been received by us on our next Banking Day. We will provide you with a list of days on which we do not process transmissions and changes to the list as they occur.

You and your trading partners are responsible for the accuracy of the information you and they transmit to us. We will not be responsible for any delay, misdirection of or other error in a transmission caused by or based upon the information you or your trading partners provide to us.

This Service does not alter any obligation you may have to maintain records of your transactions with your trading partners.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial
Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

Memorial Health Network, Inc.

By: Matthew J. Mihal

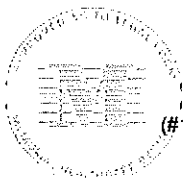
Title: TREASURER

Matthew J. Mihal

VP: CFO

[Signature]

CEO



(#1719)

Treasury Management Services

Funds Transfer Service

Terms and Conditions



These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service enables you to send Instructions to us for the transfer of funds through our Funds Transfer Department.

Authorizations. We will from time to time accept payment orders from your Authorized Representatives to transfer funds from your accounts specified in the Documentation ("Specified Accounts") to other accounts with us or to accounts at other banks. If authorized by you, we will also initiate draw-down requests ("reverse payment orders") to other banks, or honor incoming reverse payment orders from other banks, involving your Specified Accounts. We will also credit your Specified Accounts or other accounts designated by you with the amount of incoming payment orders we receive from time to time. A payment order shall not be considered received by us until we have performed all verification procedures set forth in this Agreement. Some payments credited to you are provisional until we receive final settlement. If we do not receive final settlement, we will debit your Specified Account or any of your other accounts with us for the amount of the payment.

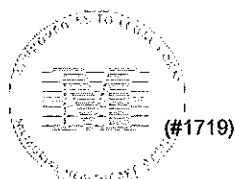
Additional Security Procedures. We strongly recommend that you issue payment orders directly to our Funds Transfer Department, by telephone, personal computer (PC)-based system or other electronic means we agree that you may use.

Payment Orders: Overview. Your Authorized Representative(s) may issue payment orders to us to transfer funds from your Specified Accounts to any other account with us or to an account at another bank in accordance with this Agreement. Payment orders will be received and processed during the normal business hours of our Funds Transfer Department (as specified in the Documentation), which are subject to change upon notice to you. Payment order requests may be telephonic, by PC-based system or by any other means agreed upon between us.

Issuing and Executing Payment Orders. We will only execute payment orders if the individual(s) issuing the orders provide the unique PIN(s) (if appropriate), valid security code(s), repetitive number(s) (if appropriate) and other information as required by us. We may include in our outgoing payment orders all information required by applicable law, regulation or fund transfer system rule, or which we believe is reasonably necessary to facilitate execution of the payment order. We will execute all properly authorized (and authenticated as stated herein) payment orders on the date received, or, for future-dated transfers, on the date requested, provided that such payment orders are received by us prior to the deadline specified in the Documentation, and provided that such date is a funds-transfer business date for us, for the funds-transfer system selected by us, and for the receiving bank. In executing any payment order, we may utilize such funds-transfer system as reasonably selected by us. We assume no responsibility to monitor, audit or report to you any information contained within the message text of any payment order. To issue any of the following payment orders, your Authorized Representative(s) shall follow the applicable procedures specified in the Documentation.

Repetitive Payment Orders. Upon request, we will assign a unique number to each repetitive payment order (i.e., payment order made routinely in which the date, the dollar amount and the message text may change but all other instructions remain constant). Instructions for repetitive payment orders must be specified by you in the Documentation. We shall not be required to verify any such payment order by callback to you.

Non-Repetitive Payment Orders. A nonrepetitive payment order is any payment order to debit any Specified Account, other than a repetitive payment order. Unless otherwise agreed with you, any callback to you to authenticate non-repetitive payment orders of under One Hundred Thousand Dollars (\$100,000.00) will be at our discretion, and we shall have no liability for failing to do so. For non-repetitive payment orders of One Hundred Thousand Dollars (\$100,000.00) or more, we shall call back your Authorized Representative to authenticate the payment order. If we are unable to obtain an authentication, we may decline to execute the



payment order or delay its execution pending authentication.

PC-based system/BatchWire Issuance of Payment Orders. You may use a computer PC-based system or CPU to issue payment orders. To issue a payment order by PC-based system, your Authorized Representative shall follow the procedures in the Documentation (on-line or otherwise). The Documentation is incorporated by reference into this Agreement. To issue a payment order by CPU transmission, your authorized representative shall follow the procedures specified in the Documentation.

Secondary Authorization. Secondary authorization applies to payment orders issued by PC-based system. If you elect to use Secondary Authorization, it requires a second Authorized Representative to verify and approve by the PC-based system a payment order prior to its acceptance by us. Payment orders awaiting secondary authorization, including without limitation future-dated payment orders, which have not been properly authorized by the cut-off time on the date the payment order is issued, may be canceled without further notice to you.

Data Transmission. You are responsible for providing and maintaining in good working order all hardware, software and communication lines under your control. You are responsible for the accuracy and completeness of any data transmitted to us through your PC-based system or CPU. You will notify us immediately if there is a problem with issuing payment orders by PC-based system or CPU. In the event payment orders cannot be issued by PC-based system or CPU, you may issue payment orders by telephone in accordance with the other terms and conditions of this Agreement.

Future-dated Transfers. You may issue future-dated payment orders, as described in the Documentation. Subject to the provisions on Cancellation or Amendment stated elsewhere in this Agreement, you may cancel a future dated payment order prior to the date for which it is scheduled to be executed.

Authorization To Charge. You authorize us to charge your Account(s) in the amount of the payment orders upon execution of such payment orders. You agree to have in your Account(s), on the day we execute the payment order(s), sufficient available funds to cover the total amount of your payment orders. If the Account(s) contain insufficient available funds, and unless other arrangements satisfactory to us are made, we may but shall not be obligated to charge any of your other account(s) with us. This authorization includes the right to charge any investments which are linked to such Account(s) or accounts(s).

Confirmation. We will send to you advices of payment orders accepted by us unless you cannot receive them electronically, in which case we will mail them to you.

Rejection of Payment Orders. If we reject any payment order, we shall use reasonable efforts to

notify you by phone, electronic transmission or other means on or before the Banking Day that such payment order would otherwise have been executed by us. We shall have no liability to you, or to third parties by reason of the rejection of any such payment order or the fact that such notice was not given at an earlier date.

Incoming Payment Orders. Our receipt of your incoming payment orders shall be subject to applicable law and the terms of our agreement with you for your deposit account(s), which we have provided to you separately.

ACCEPTED AND AGREED as of the ___ day of March, 2013:

PNC Bank, National Association

By: _____

Title: _____

South Broward Hospital District d/b/a Memorial Healthcare System

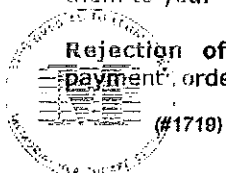
By: [Signature] Matthew J. Mulex

Title: PRESIDENT & CEO EXP 5/00

Memorial Health Network, Inc.

By: Matthew J. Mulex [Signature]

Title: TREASURER CEO



Treasury Management Services IOCR Advantage Service Terms and Conditions

These terms and conditions are part of our Treasury Management Services Comprehensive Agreement with you. By using this service, you agree to be legally bound by these terms and conditions and those in the Comprehensive Agreement.

These Terms and Conditions are part of our Treasury Management Services Comprehensive Agreement with you. By using this Service, you agree to be legally bound by these Terms and Conditions and those in the Comprehensive Agreement, including the Documentation.

This Service permits you to (i) receive paper healthcare remittance advices via PNC's national lockbox network, (ii) have information contained on those remittance advices converted to electronic form via an Intelligent Optical Character Recognition (IOCR) process, and (iii) then have that information delivered to you, or at your direction to a third party, via data transmission in the ASC 835 healthcare claim payment remittance (835) format. In order to use this Service, you must provide us with claim information in the ASC 837 or other electronic format. Information lifted from images of the paper remittance documents will be compared to claim information provided by you and information from the original claim may be used to supplement or repair information lifted from the paper remittance documents, according to your instructions. We will perform data mapping and reformatting to translate information lifted from the paper documents, and to deliver remittance information, based upon business rules specified by you. As part of this Service, images of the original paper remittance documents will be indexed and stored, and they will be available for viewing via the Web for a specified period. We will use commercially reasonable efforts to perform the Service as described above. You understand that the IOCR process is not error free and the success of the conversion may be affected by factors beyond our control such as, but not limited to, whether the paper as watermarks or is otherwise obscured. To use this Service, you must agree to the terms and conditions for any other Services that you will need to use with this Service, such as A/R Advantage Image

Lockbox Services, EDI Services, and PINACLE® Services, as applicable to you.

If a Service includes the conversion of data from a format that is a standard format under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") to a non-standard format under HIPAA, or vice versa, the conversion may be performed by a subcontractor. In that case, if the conversion is deemed to be the action of a healthcare clearinghouse as defined in HIPAA, the subcontractor and not PNC Bank will be acting as the healthcare clearinghouse.

Fees

The fees for this Service are set forth on the separate fee schedule we have given you. Fees for other Services are set forth in separate fee schedules that we have given you.

Term of Service

Either you or we may terminate this Service or the Comprehensive Agreement as stated in the Comprehensive Agreement.

Your Duties as a Client

You agree to assign a project team including appropriate personnel and resources to work with our personnel for discovery, project planning, Service implementation and continued operation of this Service. You agree to follow reasonable procedures specified by us from time to time, which are necessary for the efficient implementation and operation of this Service, including providing us with such information as we may reasonably request in order to perform the Service.

Transmissions

As to software, equipment, and services associated with each party's performance under this Agreement, you and we agree to reasonably cooperate with each other in order to provide support services sufficient to meet the requirements for transmissions. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related matter. You and we agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall, at no professional service charge to the other, perform consultation on the design and implementation of the connection to the other party and test the connection prior to validating it. If any transmission is received in an unintelligible or garbled form, the receiving party, if feasible, shall notify the originating party as soon as determined. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a reasonable time of the existence of any condition which might have an adverse effect on the parties' ability to send or process transmissions. Nothing in this Agreement shall require a party to disclose to the other party any process, method or other information that is a trade secret or confidential or proprietary. You and we will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, transmissions. You are responsible for selection and maintenance of the hardware, software or other technology you use to receive remittance information through us. You are responsible for the accuracy of the information you transmit to us. We will not be responsible for any delay, misdirection of information, or other error in a transmission to the extent caused by or based upon the information you or your trading partners provide to us. This Service does not alter any obligation you may have to maintain records of your transactions with your trading partners.

LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS OF LIABILITY IN THE COMPREHENSIVE

AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR CLAIMS FOR OUR INABILITY TO REPRODUCE, RECOVER OR RETRIEVE DATA OR THE RECONSTRUCTION OF SUCH DATA, GOODWILL, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE, OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE. IN THE EVENT THAT A PARTY FAILS TO SEND OR RECEIVE A TRANSMISSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SUCH PARTY SHALL USE COMMERCIAL REASONABLE EFFORTS TO CORRECT SUCH FAILURE PROMPTLY, WHICH SHALL BE THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH FAILURE. THE LIMITATIONS ON AND DISCLAIMERS OF LIABILITY STATED IN THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith, CFP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

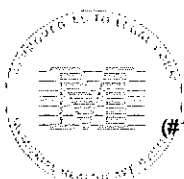
By: Matthew J. Mulholland

Title: PRESIDENT & CEO EVPS CEO

Memorial Health Network, Inc.

By: Matthew J. Mulholland

Title: TREASURER CEO





Treasury Management Services

PINACLE® Check Management, Issue Maintenance and Positive Pay Terms and Conditions

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service provides access, through PINACLE®, to the following disbursement related functions. The Terms and Conditions for PINACLE also apply to this Service.

Check Management

You can place or cancel a stop payment on a check or range of checks. The Check Management screen will prompt you to provide the information we need for a stop payment order. STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID. Your valid stop payment order will remain in effect for one year. Thereafter, you must renew the stop payment order if you want to prevent payment of the check.

Check Inquiry

You can request the status of a check or range of checks that you have issued at any time. The check inquiry screen will prompt you to complete the required fields and will display the information that falls within the criteria you specify.

Viewing Images

You can view images of your paid checks within the Check Management and Positive Pay modules of PINACLE. You will be able to view black and white images of your paid checks as well as your Positive Pay Exceptions.

Positive Pay

Positive Pay on PINACLE is subject to the separate terms and conditions for that Service, with the following changes:

Communication between us about exception items, including whether to pay or return them, will be via the Exception service within the Positive Pay module of PINACLE. Facsimile transmission will be used only as a backup method.

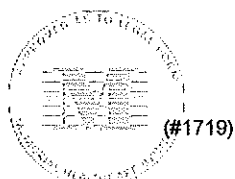
Your deadline for telling us whether to pay or return an exception item will be 3pm, Eastern time.

Issue Maintenance

You can submit or void an issue or an entire issue file by using the PINACLE/Disbursement Web site. An issue is a record of a check that you have issued on your account. An issue record becomes part of your issue file that we maintain as part of your Account Reconciliation Issue Plan.

Confirming Transactions

You are responsible for confirming, through PINACLE's Reports function, that we have received and acted upon transactions you attempt to initiate using this Service. Reports is a service that enables you to view the status of any transaction performed through the Check Management, Issue Maintenance or Positive Pay modules of PINACLE. Transaction status is available through Reports for 90 days. We will have no obligation to contact you if any attempted transaction cannot be processed or is otherwise rejected.



ACCEPTED AND AGREED as of the 29th day of
March, 2013:

PNC Bank, National Association

By: Andrea B. Smith, CFP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial
Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

Memorial Health Network, Inc.

By: Matthe J. McRae

Title: TREASURER

Matthe J. McRae

EVP; CFO

[Signature]

CEO



Treasury Management Services PINACLE® Terms and Conditions



These terms and conditions are part of the Service Agreement (as defined below).

PINACLE®

PINACLE is a channel for access via the Internet to certain financial services and products offered by PNC Bank, National Association or one or more of its affiliates. These Terms and Conditions govern your use of PINACLE. The other terms and conditions that govern the services and products to which you have access through PINACLE are contained in the Treasury Management Services Comprehensive Agreement that you executed with PNC Bank, National Association (the "Service Agreement"). As used in these Terms and Conditions, PINACLE includes the PINACLE Express service package.

Please read the following terms and conditions and keep a copy of them. By using PINACLE, you agree to be legally bound by them and they will become a part of the Service Agreement. As used in these terms and conditions, the terms "you", "your" and "yours" refer to the organization that uses PINACLE. The terms "we", "us" and "our" refer to PNC Bank, National Association or its affiliate that provides the applicable services and products to you.

Client Services

The normal hours of availability for the Issues Reporting and Tracking module of PINACLE are seven days a week, 24 hours a day. PNC Client Services is staffed from 8:00am ET until 5:30pm ET with representatives available to assist you and resolve issues.

Browser Requirements

You must use a browser that meets our security and other requirements in order to access PINACLE. If necessary, you will be notified upon log in to upgrade your browser and will be provided with the necessary links. Our supported browser versions are listed in the Tip Cards section of the PINACLE Help Center.

Service for Authorized Users Only; Access to the Service

Subject to the terms and conditions of this agreement, we hereby grant to you a nonexclusive, nontransferable right to use PINACLE only to have access to, and use for lawful purposes, the services and products that we make available through PINACLE from time to time. You agree that you will at all times comply with the operating procedures and other instructions we give to you for use of PINACLE. Use of PINACLE is restricted to authorized users as specified by your company. We may monitor and record any user's activity. Anyone using PINACLE consents to such monitoring and recording. We may revoke your use of any user name that impersonates someone else, that is protected by trademark or by other law, or that is otherwise inappropriate, as determined by us in our sole discretion.

We reserve the right to suspend your access to all or a portion of PINACLE, or to temporarily restrict any use thereof, in whole or in part, at any time without notice to you. If we suspend or restrict your access because there is a security risk or other technical problem that may interfere

with the proper continued operation of PINACLE, we will attempt to lift such temporary suspension or restriction as soon as practical. We also reserve the right to terminate this agreement and your use of PINACLE, or to suspend or terminate access to and use of PINACLE by any authorized user if, in our sole judgment, you or the authorized user have misused, or we reasonably anticipate will misuse, PINACLE. We will provide you with reasonable notice of any such termination, which may or not be prior notice depending on the circumstances. Otherwise, we may terminate this agreement and your use of PINACLE upon thirty (30) days notice to you.

You may terminate your use of PINACLE at any time by notifying us. In that case, you must also make other arrangements with us for access to the applicable services and products.

Passwords

We will distribute to your company's PINACLE Security Contact, under separate cover, passwords, verification codes or other security procedures ("Codes") to control your access to and use of PINACLE. You will disclose such Codes only to those individuals to whom they are issued or who otherwise are required to know them and instruct those individuals that they may not disclose them or otherwise make them available to unauthorized persons. You will maintain the confidentiality and security of all such Codes, whether selected by you or assigned by us. We will prompt you to change your password from time to time and you then must do so or you will be unable to access PINACLE. You can also change your password more frequently at your discretion. You agree to notify us immediately of any known or suspected unauthorized use or other breach of such confidentiality or security regarding PINACLE. In accordance with the terms of the Service Agreement, including these Terms and Conditions, we shall be entitled to accept any information, instruction, direction or transaction regarding PINACLE from any person using your Codes. You agree that the use of your Codes on PINACLE will have the same effect as your signature authorizing any instruction or transaction. You are responsible for all statements made and acts or omissions that occur while your Codes are being used on PINACLE. Where you have authorized any other person to use your Codes on PINACLE in any manner, your authorization shall be considered by us to be unlimited and will be effective until you revoke the authorization and change your Codes.

Administration

You must appoint two system administrators: "admin1" and "admin2" (one of whom may also be the PINACLE Security Contact) who will each have access to all of the service modules available through PINACLE ("service module access") and who will control which individuals within your organization have access to and can use PINACLE ("administration access"). Admin1 and admin2 will have administration and service module access to all modules and accounts that are associated with your Company User ID

Treasury Management Services PINACLE® Terms and Conditions



from time to time. Admin1 and admin2 can grant service and/or administration access to individuals ("Operators") by creating Operator IDs with passwords and profile information and assigning account and service module privileges to them. Admin1 and admin2 can also modify, reset, activate, disable or delete Operators and their passwords and profiles as well as their account and service module privileges. Certain administrative tasks may require the approval of a second Operator if your company has elected to use our secondary approval feature.

Admin1 and admin2 can create Operators with service module and/or administration access. Those who are given administration access can perform the same administrative functions as admin1 and admin2, but only for the service modules that are assigned to them.

Ownership, Trademarks and Copyrights; Confidentiality

All rights, title and interest, including, without limitation, copyright, in and to PINACLE are owned by us or by the third parties from whom we have obtained the right to use them. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble PINACLE. The display of any trademarks on PINACLE does not grant a license or other rights of any kind in those marks to the reader. Any downloading of material contained on the site, or on any site linked to the site, may be a violation of federal trademark and copyright laws.

We may provide PINACLE with the participation or assistance of one or more of our affiliates or other service providers. From time to time, we may share information about you and your use of PINACLE with our affiliates and those companies providing services to us in order to facilitate the operation of PINACLE and complete your transactions. We may also disclose such information as otherwise required or permitted by law.

Disclaimer of Warranties and Liabilities

Due to the number of sources from which PINACLE content is obtained, and the inherent complexities of electronic distribution, there may be delays, omissions or inaccuracies in such content and in PINACLE.

We make no warranties of any kind or nature with respect to the operation of the Internet or PINACLE or the information contained on or available through PINACLE including, without limitation, the warranties of noninfringement, merchantability and fitness for a particular purpose, that the operation of PINACLE will be uninterrupted or error free and that defects in PINACLE will be corrected.

We shall not be liable to you or to anyone else for any loss, damage, cost, expense or injury resulting directly or indirectly from your use of, or inability to use, PINACLE including, without limitation, from loss of data or loss of use of data, or from any action taken by you in reliance on the information you obtain through PINACLE.

Without limiting the foregoing, in no event shall we be liable to you or to anyone else for any lost profits or for any consequential, special, incidental, indirect or punitive damages, even if advised of the possibility of such damages.

Availability of PINACLE

Access to PINACLE shall be available initially 24 hours a day, seven days a week, though certain products available through PINACLE have different transaction processing windows. An occasional failure to have access available during those times shall not be a breach of this agreement if it is caused by (i) scheduled downtime; (ii) reasonable needs for maintenance; (iii) failure of equipment, computer programs or communications; (iv) imposition of limitations on access imposed to address a breach of security; or (v) events reasonably beyond our control. We will notify you of any known or scheduled downtime in PINACLE hours when you log in to PINACLE.

Fees

You agree to pay the fees for the services and products available through PINACLE as provided in the Service Agreement or as otherwise separately disclosed to you. We may change the fees at any time upon notice to you.

Changes

We may change these Terms and Conditions at any time. When they are changed, we will notify you as required by Section 18 of the Service Agreement. In any event, subject to Section 15 of the Service Agreement, your use of PINACLE after we have notified you of a change in these Terms and Conditions will mean that you agree to the change and that you are instructing us to act according to the revised Terms and Conditions, in each case solely with respect to any use of PINACLE after actual receipt of such notice.

ACCEPTED AND AGREED as of the ⁱⁿ29 day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith CTP

Title: VICE-PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

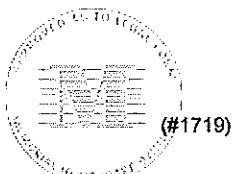
By: Matthew J. Mulholland

Title: PRESIDENT & CEO EVP; CEO

Memorial Health Network, Inc.

By: Matthew J. Mulholland

Title: TREASURER CEO



Treasury Management Services



Positive Pay Terms and Conditions

These terms and conditions contain product descriptions and guides for product use and are part of our service agreement with you for treasury management services (which is titled the Treasury Management Services Comprehensive Agreement and is referred to here as the "Service Agreement"). By using this Service, you agree to be legally bound by these terms and conditions and those in the Service Agreement.

This Service is intended to assist you in preventing the payment of unauthorized checks from your Account. To use this Service, you may have either a Bank-Maintained System or a Client Maintained System. Both systems are described below. Capitalized terms not defined herein have their meanings as defined in the Service Agreement, including in the Documentation.

Account.

To use this Service, you must have a demand deposit account with us ("Account"). You agree to follow our procedures to maintain the Account, including without limitation the terms and conditions of our Account Agreement for Business Accounts ("Business Account Agreement"). If you select the Bank Maintained System, you must also use our PINACLE® Service ("PINACLE Service") and comply with the Terms and Conditions for that service. The Business Account Agreement and the PINACLE Service Terms and Conditions shall be a part of the Service Agreement.

Bank Maintained System.

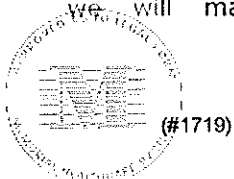
On each Banking Day (or periodically, as you may determine) before 4:00pm (Eastern time) you will provide us with the issue date, serial number and amount of each check written against your designated Account ("Issue Data"). You will electronically transmit the Issue Data to us in accordance with the Service Agreement and Documentation, using any Security Procedures we have provided. If we do not receive your Issue Data by the time stated herein, checks presented against your designated Account may be paid before we can compare such checks to your Issue Data.

We will maintain a database of your Issue Data in order to do an automated comparison to your checks. We will pay all checks presented against your designated Account in which the serial number and amount of each presented check matches the information for that check in your Issue Data. If any presented check fails to match the applicable information in your Issue Data ("Exception Check"), we will make available to your Authorized

Representative data and images of that Exception Check via our PINACLE Service. The images will be copies of the front and back of each Exception Check. Your Authorized Representative must instruct us via our PINACLE Service by 3:00pm (Eastern Time) on the same Banking Day, either to return or pay each Exception Check, if such instructions are different from your default instructions. If your Authorized Representative does not instruct us by 3:00pm (Eastern Time) on the same Banking Day we provide the Exception Check data and images, we will process each Exception Check in accordance with your default instructions indicated in the Documentation. The default instructions are to either (i) pay all Exception Checks, or (ii) return all Exception Checks. If we are unable to compare your presented checks to your Issue Data because of your failure to send us your Issue Data in compliance with the Service Agreement and Documentation, then we may suspend the matching of your presented checks with your Issue Data or terminate the Service upon prior notice to you.

Payee Matching – Bank Maintained System.

With this Service, you can elect to have us compare the payee information that you provide to us with the payee information on the check, in addition to the serial number and amount, prior to the payment of any checks presented against your designated Account. We will still compare the presented checks with your Issue Data as described above, but your Issue Data must include the payee information in accordance with the formats defined by us in the Service Agreement and Documentation. With this option, we will compare the payee name that should appear on the check as indicated in your Issue Data, with the payee name that appears on the check presented for payment against your designated Account. If either the payee information or the serial number and amount do not match, then the presented check will be an Exception Check and we will make available to your Authorized Representative data and images of that Exception Check via our PINACLE Service. If you select this payee option, you are still obligated to



review the Exception Check data and images, send your Issue Data in compliance with the Documentation, and provide timely instructions to us on whether to pay or return any Exception Checks as indicated above, if those instructions are different from your default instructions. Failure to provide timely instructions as indicated above will result in the payment or return of the Exception Checks, in accordance with your default instructions.

Teller Positive Pay.

With this Service, you may also elect to use our teller positive pay, which allows our tellers to compare checks presented for encashment against your designated Account with your Issue Data. With this option, our tellers will only check the serial numbers and amounts of the presented checks and, if provided by you, the first forty (40) characters of the payee line of the check. If this specific information on a check presented to one of our tellers does not match the information provided in your Issue Data (excluding the issue date), you will not have the opportunity to review the check and we will decline to cash the check, even if your default instruction is otherwise to pay all Exception Checks.

Point of Sale Positive Pay

With this Service, you may also elect to use our point of sale positive pay feature which allows our third party vendor to compare checks, as presented by your payees at participating retailers for encashment, against your designated Account with your Issue Data. You may submit your Issue Data via an internet transmission or via PINACLE. With this option, our third party vendor will check only the serial numbers and amounts of presented checks and, if provided by you, the last four digits of your payees' social security numbers. If this specific information on a check presented to a participating retailer does not match the information provided in your Issue Data (excluding the issue date), the participating retailer may reject your check for encashment. You will not have the opportunity to review the check and the check may not be cashed, even if your default instruction is otherwise to pay all Exception Checks. In order for your Issue Data to be available for matching when a check is presented for encashment at a participating retailer, you must send your Issue Data to us by 4:00 pm (Eastern Time) three Banking Days prior to the date of such presentment. You further agree that the confidentiality provisions of the Service Agreement shall apply to this Service, excepting that we shall have no duty to notify you in advance or otherwise seek your consent to disclosure with regard to individual file disclosure reports under the

Fair Credit Reporting Act or disclosure in response to legal process for payee information.

Client Maintained System.

On each Banking Day (or periodically, as you may determine) before 8:00am (Eastern Time) we will electronically send you a report in accordance with the Service Agreement and Documentation, of checks presented against your designated Account. This report will include the presentment date, serial number and encoded amount for each check that is presented against your designated Account ("Presentment Data Report"). Upon your receipt of the Presentment Data Report, you will compare the information in the Presentment Data Report with your records. If any check does not match your records, your Authorized Representative will instruct our Account Reconciliation Department via the PINACLE Reverse Positive Pay module or facsimile transmission by 2:00pm (Eastern Time), on the same Banking Day you receive the Presentment Data Report, to return the check. If your Authorized Representative does not contact us by the time stated herein, any check presented for payment which does not match the information in the Presentment Data Report will be paid.

Payee Capture – Client Maintained System.

With this Service, you may elect to have the payee information from checks presented for payment included in the Presentment Data Report. You can use this additional information to help determine whether to instruct us to return a check presented against your designated Account.

Limitation of Liability.

Our liability to you is limited to our failure to use ordinary care that results in the following: (A) with the Bank Maintained System, (i) payment of any presented check, excluding an Exception Check, when such payment results solely from our error in matching such check with the information in your Issue Data, (ii) failure to pay or return an Exception Check in accordance with your instructions, (iii) failure to comply with your default instructions for an Exception Check, (iv) in the case of Point of Sale Positive Pay, our failure to correctly match the information on a check presented to a participating retailer for encashment with the Issue Data you submitted to us in a timely fashion, as stated above, for that check; or (B) with the Client Maintained System, (v) failure to provide you with the required information for each check in the Presentment Data Report provided that the payment of said check resulted solely from such failure, or (vi) failure to follow your instructions to return a check. With both systems, we will pay or return checks in accordance with these Terms and



Conditions, which shall be deemed to be the exercise of ordinary care by us, whether or not the check is otherwise properly payable. If we pay a check that should have been returned because of our failure to comply with these Terms and Conditions, then our monetary liability shall be limited to the lesser of (x) the amount of said check and (y) your actual, direct losses from such payment; provided that, we will have no liability to you to the extent such payment results from your failure to exercise ordinary care or pays an obligation you owe to a third party. If we return a check that should have been paid because of our failure to comply with these Terms and Conditions, our monetary liability shall be limited to your actual, direct losses; provided that, we will have no liability to you if such check was not properly payable, you did not have sufficient available funds in your Account to pay the check or we are required to return the check because of legal process. We may, but shall not be obligated to, manually inspect a check or otherwise determine if it is properly payable before paying or returning it, but we shall have no liability to you if we do not manually inspect any check.

Communication.

If our primary means of communication with you is unavailable for any reason, we will contact you to make alternative arrangements. If we receive conflicting instructions from one or more of your Authorized Representatives, we may follow the most recent instruction on which we have had a reasonable opportunity to act or, at our option, we may place a hold on your Account and return your checks until the conflict is resolved to our satisfaction.

ACCEPTED AND AGREED as of the 29th day of March, 2013:

PNC Bank, National Association

By: Andrew B. Smith, CTP

Title: VICE PRESIDENT, PNC HEALTHCARE

South Broward Hospital District d/b/a Memorial Healthcare System

By: [Signature]

Title: PRESIDENT & CEO

By: Matthew J. M. [Signature]

Title: VP: CFO

Memorial Health Network, Inc.

By: Matthew Mulholland

Title: TREASURER

By: [Signature]

Title: CEO

