

June 19, 2012

City of North Kansas City  
2010 Howell Street  
North Kansas City, MO 64116  
Attention: Mayor William Biggerstaff

Re: Financial Advisory Services for City of North Kansas City

Dear Mayor Biggerstaff:

This letter agreement (this "Agreement") will confirm our understanding that Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") has been engaged, subject to the terms and conditions set forth herein, to act as financial advisor to the City of North Kansas City (the "City") in connection with a potential Transaction (as defined herein). The City and Merrill Lynch agree that the Standard Terms and Conditions attached hereto (the "Standard Terms and Conditions") are an integral part of this Agreement and are hereby incorporated herein by reference in their entirety.

1. During the term of Merrill Lynch's engagement, Merrill Lynch will provide the City with financial advice and assistance in connection with a Transaction as is customary and appropriate in transactions of this type and as mutually agreed upon by the City and Merrill Lynch, which may include assisting the City in its consideration and analysis of a Transaction and assisting the City in its negotiation of the financial aspects of a Transaction.

In addition, if requested by the City, Merrill Lynch will render, in accordance with Merrill Lynch's customary practice, an opinion (the "Opinion") to the Mayor and City Council of the City as to the fairness, from a financial point of view, of the consideration to be received by the City in connection with the Transaction. The nature and scope of Merrill Lynch's investigation as well as the scope, form and substance of its Opinion, shall be as Merrill Lynch deems appropriate and, in any event, Merrill Lynch's Opinion shall be limited to the fairness, from a financial point of view, of the consideration to be received in a Transaction and shall not address the City's underlying business decision to proceed with or effect such Transaction. In order for an Opinion to comply with FINRA Rule 5150, the City will, and will use its reasonable best efforts to cause any other party to the Transaction to, cooperate with Merrill Lynch in identifying and describing all material relationships between the City or any other party to the Transaction and Merrill Lynch that existed during the two years preceding the date of an Opinion or are mutually understood to be contemplated and any compensation received or to be received as a result of such relationships.

In order to coordinate our efforts in respect of a Transaction, the City will promptly inform Merrill Lynch of any discussions with, or inquiries that the City receives from, a third party with respect to a potential Transaction.

James T. Olsen  
Managing Director

One Bryant Park, 12<sup>th</sup> Floor  
New York, NY 10036

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646-855-1644 FAX  
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City of North Kansas City

2. For purposes hereof, (a) the term "Transaction" means, whether effected directly or indirectly or in one or a series of transactions, (i) any merger, consolidation or other business combination pursuant to which all or substantially all of the business, assets or divisions of the Business (as defined herein) is combined with that of a potential purchaser or (ii) the sale, transfer, exchange or other disposition of all or substantially all of the Business, whether by way of merger or consolidation, reorganization, recapitalization or restructuring, option or negotiated purchase, lease or license, minority investment or partnership, joint or collaborative venture or otherwise. For the avoidance of doubt, a Transaction would not include a sale, lease or other financing transaction that relates only to the real estate used by the Business and does not include a transfer of any portion of the operations of the Business, and (b) the term "Business" means the North Kansas City Hospital.
3. The City agrees to pay Merrill Lynch as compensation for its services hereunder the following cash fees:
  - (a) A fee of \$1,000,000 in respect of each Opinion requested by the City and provided by Merrill Lynch, payable upon delivery by Merrill Lynch of such Opinion (regardless of the conclusions reached therein).
  - (b) A fee equal to 0.95% (a "Transaction Fee") of the Consideration (as defined below), payable immediately prior to or upon closing of a Transaction. Any fees previously paid pursuant to the immediately preceding clause (a) will be deducted, without duplication, from the Transaction Fee.

For purposes hereof, the term "Consideration" means (A) the total value of all cash, securities and other property paid or payable, directly or indirectly, by a purchaser to a seller or sellers in connection with a Transaction or, in the case of a partnership, joint or collaborative venture or similar arrangement (a "Joint Venture"), the total value of all cash, securities, assets and other property, directly or indirectly, payable, paid, contributed or to be contributed by the City or Business to such Joint Venture, plus (B) the aggregate principal amount of all indebtedness for borrowed money (including, without limitation, preferred stock obligations but excluding capitalized leases) outstanding immediately prior to consummation of a Transaction or otherwise, directly or indirectly, assumed, refinanced, extinguished or consolidated in connection with such Transaction. For the avoidance of doubt, consideration shall exclude the net value of any working capital of the Business (including cash) not acquired and any cash acquired in such Transaction and shall not take into account any future expenditures to which a purchaser commits or any additional tax revenues generated for the City as a result on such Transaction

Consideration shall include all amounts paid into escrow and payments related to future events only if paid to the City and shall be payable promptly following receipt by the City.

4. In addition to the compensation described in Section 3 hereof and whether or not a Transaction is proposed or completed, the City shall reimburse Merrill Lynch upon its request for all reasonable expenses incurred after the date hereof (including any reasonable fees and disbursements of Merrill Lynch's counsel in connection with the preparation of an Opinion, if requested by the City, that shall not exceed \$50,000 without prior approval of the City, not to be unreasonably withheld). For the avoidance of doubt, the foregoing expense 'cap' shall not in any way limit or modify the Company's indemnification, expense reimbursement and contribution obligations set forth in the Standard Terms and Conditions.

All amounts herein are stated in U.S. dollars and all payments under this Agreement, including the Standard Terms and Conditions, shall be paid in immediately available funds in U.S. dollars, free and clear of any tax, assessment or other governmental charge.

5. Merrill Lynch's engagement hereunder is effective as of the date hereof but relates to services that have been provided since May 11, 2012 and shall terminate on the second anniversary of the date hereof unless terminated at any earlier time by either the City or Merrill Lynch by giving written notice to the other party at the address set forth above, any such termination being without liability or continuing obligation of the City or Merrill Lynch, except that (a) the provisions set forth in this Section 5 and Sections I, II, III and IV of the Standard Terms and Conditions shall survive any such expiration or termination and (b) no such

expiration or termination shall affect the City's obligations to pay to Merrill Lynch the fees set forth in Section 3 hereof that have accrued prior to such expiration or termination but are unpaid or which thereafter become due under Section 3 and to reimburse Merrill Lynch for expenses incurred in connection with this engagement as set forth herein. In addition and notwithstanding the foregoing, it is expressly understood that Merrill Lynch shall be entitled to receive the fees provided for in Section 3 hereof if a Transaction is consummated within 18 months after expiration of Merrill Lynch's engagement hereunder or termination by the City (the "Tail Period") or if an agreement is entered into during the term of Merrill Lynch's engagement hereunder or within the Tail Period which subsequently results in a consummated Transaction.

City of North Kansas City

We are pleased to accept this engagement and look forward to working with the City. Please confirm that the terms of Merrill Lynch's engagement set forth in this Agreement (including the Standard Terms and Conditions) are in accordance with your understanding by signing and returning to us a copy of this Agreement, which shall thereupon constitute a binding agreement.


Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By:   
James T. Olsen  
Managing Director

Accepted and agreed to  
as of the date first written above:

CITY OF NORTH KANSAS CITY

By:   
William Biggerstaff  
Mayor

## STANDARD TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into the Agreement between the City and Merrill Lynch to which these terms and conditions are attached.

- I. Information, Financial Advisory Role, Announcements, etc.
  - (a) The City will furnish (and request the Business and, if the City enters into negotiations with a potential purchaser regarding a potential Transaction, will request such potential purchaser to furnish) to Merrill Lynch such information in the possession of the City or the Business or such potential purchaser as Merrill Lynch reasonably requests in connection with the performance of its services hereunder and will update such information as appropriate. The City understands and confirms that (i) in performing its services hereunder, Merrill Lynch will use and rely upon the information furnished to Merrill Lynch in connection with its engagement hereunder as well as publicly available information and Merrill Lynch does not assume responsibility for independent verification of any information, whether publicly available or otherwise reviewed by Merrill Lynch, relating to the City (including the Business), a Transaction or a potential purchaser, including, without limitation, any financial information, forecasts or projections (including cost savings and synergies); (ii) Merrill Lynch shall be entitled to assume and rely upon the accuracy and completeness of all such information and is not required to conduct or obtain any independent evaluation, physical inspection or appraisal of any assets or liabilities; and (iii) all information relating to the City, the Business or a Transaction furnished by or on behalf of the City will be accurate and complete and not misleading in all material respects. With respect to any financial forecasts and projections made available to Merrill Lynch by the City, the Business or a potential purchaser, Merrill Lynch shall be entitled to assume that such forecasts and projections (including cost savings and synergies) have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of the City, the Business or such potential purchaser, as the case may be, as to the matters covered thereby. The City will notify Merrill Lynch promptly if it learns of any material change in any information previously made available to Merrill Lynch by or on behalf of the City, the Business or any potential purchaser.
  - (b) Except to the extent legally required, including pursuant to Chapter 610 of the Missouri Revised Statutes (after consultation with, and reasonable approval as to form and substance by, Merrill Lynch and its counsel), the City agrees that any information, documents, analyses, advice or Opinion (other than information relating to the U.S. tax treatment or U.S. tax structure of any Transaction) provided by Merrill Lynch in performing its services hereunder or the terms of this Agreement shall not be disclosed in any manner or for any purpose, nor shall any public reference to Merrill Lynch or such information, documents, analyses, advice, Opinion or terms be made, by or on behalf of the City or the Business without Merrill Lynch's prior written consent (which consent shall not be unreasonably withheld).
  - (c) The City acknowledges and agrees that Merrill Lynch has been retained hereunder only as a financial advisor to the City, and not as an advisor to any other person, and that the City's engagement of Merrill Lynch and any information, documents, analyses, advice or Opinion provided by Merrill Lynch hereunder is intended solely for the benefit and use of the City and is not intended to confer rights or remedies upon any person not a party hereto (including employees or creditors of the City or the Business) as against Merrill Lynch, its affiliates or their respective directors, officers, employees or agents. The City also acknowledges and agrees that (i) in its capacity as a financial advisor, Merrill Lynch will be acting as an independent contractor on an arms-length basis under this Agreement with duties solely to the City, (ii) nothing contained in this Agreement or the nature of Merrill Lynch's services hereunder is intended to create or shall be construed as creating an agency or fiduciary relationship between Merrill Lynch (or its affiliates) and the City or any other party (including employees or creditors of the City or the Business) and (iii) Merrill Lynch is not assuming any duties or obligations other than those expressly set forth in this Agreement. Accordingly, the City expressly disclaims any agency or fiduciary relationship

with Merrill Lynch or any of its affiliates hereunder. The City understands that Merrill Lynch and its affiliates are not providing (nor is the City relying on them for) tax, regulatory, legal or accounting advice and that Merrill Lynch's role in any due diligence will be limited to performing such review as it shall deem necessary to support its own advice and analysis and shall not be on behalf of the City. The rights and obligations the City may have under any credit or other agreement with Merrill Lynch or its affiliates are separate from the City's rights and obligations under this Agreement and will not be affected in any way by this Agreement. Merrill Lynch may, to the extent it deems appropriate, retain the services of any of its affiliates to assist Merrill Lynch in providing its services hereunder and share with any such affiliates any information made available in connection with the engagement hereunder.

- (d) Following public announcement of a Transaction and with the City's prior consent, Merrill Lynch may, at its option and expense, place customary tombstone announcements and advertisements or otherwise publicize the Transaction and Merrill Lynch's role in it (which may, with the City's consent, include the reproduction of the City's logo) in financial and other newspapers and journals and marketing materials describing its services hereunder. In addition, following public announcement of a Transaction, the City acknowledges that Merrill Lynch may disclose its engagement hereunder in any research report relating to the City or its industry to the extent necessary to comply with applicable laws, rules and regulations.
- (c) If the City engages another financial advisor in connection with a potential Transaction pursuant to a separate agreement between the City and such other financial advisor, it is understood and acknowledged that Merrill Lynch and such other financial advisor are not and will not be deemed for any purpose to be acting as an agent, joint venturer or partner of the other, and that Merrill Lynch assumes no responsibility, express or implied, for, and has no liability to the City with respect to, any actions or omissions of, or the performance of services by, such other financial advisor in connection with a Transaction or otherwise.

## II. Indemnification, Expense Reimbursement and Contribution.

- (a) The City agrees to the greatest extent permissible by law to indemnify Merrill Lynch, any of its affiliates, its and their respective directors, officers, employees and agents and each other person controlling Merrill Lynch or any of its affiliates (each, an "Indemnified Party") and hold each of them harmless from and against any and all losses, claims, damages and liabilities (collectively, "Liabilities") to which any of the Indemnified Parties may become subject relating to, arising in any manner out of or in connection with the rendering of services pursuant to this Agreement (including any related activities and services rendered prior to the date hereof), any Transaction or an Indemnified Party's role in connection therewith, except and solely to the extent it is finally judicially determined that such Liabilities resulted from the gross negligence or willful misconduct of such Indemnified Party. The City also agrees to reimburse each Indemnified Party for any legal and other expenses reasonably incurred in connection with investigating, preparing for, defending, responding to third party subpoenas, preparing to serve or serving as a witness with respect to, providing evidence in, or otherwise relating to any pending or threatened action, claim, suit, proceeding or investigation (each and collectively, an "Action"), whether or not such Action is initiated or brought by or on behalf of the City, relating to, arising in any manner out of or in connection with the rendering of services pursuant to this Agreement (including any related activities and services prior to the date hereof), any Transaction or an Indemnified Party's role in connection therewith (whether or not any Indemnified Party is a party to such Action) or in enforcing this Agreement, in each case as such expenses are incurred; provided that such expenses shall be reimbursed to the City to the extent it is finally judicially determined that such Action resulted from the gross negligence or willful misconduct of such Indemnified Party. The City further agrees that no Indemnified Party shall have any Liability (whether direct or indirect, in contract or tort or otherwise) to the City or any person asserting claims on behalf of or in right of the City relating to, arising in any manner out of or in connection with the rendering of services pursuant to this Agreement (including any related activities and services rendered prior to the date

hereof), any Transaction or an Indemnified Party's role in connection therewith, except and solely to the extent it is finally judicially determined that such Liability resulted from the gross negligence or willful misconduct of such Indemnified Party.

- (b) An Indemnified Party shall promptly notify the City in writing as to any Action for which indemnity may be sought, but the omission so to notify the City will not relieve the City from any liability which it may have to any Indemnified Party hereunder unless the City is materially prejudiced as a result of such failure. After such notice to the City, the City shall retain counsel reasonably satisfactory to such Indemnified Party to represent such Indemnified Party in such Action and shall pay as incurred the fees and expenses of such counsel related to such Action; provided that such expenses shall be reimbursed to the City to the extent it is finally judicially determined that such Action resulted from the gross negligence or willful misconduct of such Indemnified Party. In any Action, any Indemnified Party shall have the right to retain its own separate counsel at such Indemnified Party's own expense and not subject to reimbursement by the City; provided, however, that the City shall pay as incurred the fees and expenses of such counsel reasonably incurred in connection with investigating, preparing, defending, paying, settling or compromising any Action if (i) the parties to such Action include both the Indemnified Party and the City and there may be legal defenses available to such Indemnified Party which are different from or additional to those available to the City; (ii) the use of counsel chosen by the City to represent both the City and such Indemnified Party would present such counsel with an actual or potential conflict of interest; (iii) the City shall not have employed reasonably satisfactory counsel to represent the Indemnified Party within a reasonable time after notice of the institution of such Action; or (iv) the City shall authorize the Indemnified Party to employ separate counsel at the expense of the City for expenses reasonably incurred; provided that such expenses shall be reimbursed to the City to the extent it is finally judicially determined that such Action resulted from the gross negligence or willful misconduct of such Indemnified Party. The City shall not, in connection with any Action, be liable for the fees and expenses of more than one separate counsel for all Indemnified Parties. To the extent the use of one counsel to represent all Indemnified Parties would present such counsel with an actual or potential conflict of interest, and in the event that separate counsel is to be retained to represent one or more Indemnified Parties, such separate counsel shall be chosen by Merrill Lynch and retained at Merrill Lynch's expense.
- (c) If the foregoing indemnification or reimbursement is judicially determined to be unavailable for any reason (other than due to the gross negligence or willful misconduct of an Indemnified Party to the extent finally judicially determined), then the City and Merrill Lynch shall contribute to the Liabilities for which such indemnification or reimbursement is held unavailable (i) in such proportion as is appropriate to reflect the relative benefits to the City, on the one hand, and Merrill Lynch, on the other hand, in connection with the transactions to which such indemnification or reimbursement relates or (ii) if (but only if) the allocation provided by clause (i) above is judicially determined not to be permitted, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i), but also the relative fault of the City, on the one hand, and Merrill Lynch, on the other hand, as well as any other relevant equitable considerations; provided that, in no event shall the amount to be contributed by Merrill Lynch pursuant to this paragraph exceed the fees actually received by Merrill Lynch as a financial advisor under this Agreement absent gross negligence or willful misconduct of Merrill Lynch to the extent finally judicially determined. For the purposes of this Agreement, the relative benefits to the City and Merrill Lynch of a Transaction shall be deemed to be in the same proportion as (x) the total value paid or contemplated to be paid or received or contemplated to be received by the City, as the case may be, in connection with such Transaction, whether or not any such Transaction is consummated, bears to (y) the fees paid to Merrill Lynch as financial advisor under this Agreement for such Transaction.
- (d) The City agrees that, without Merrill Lynch's prior written consent (which shall not be unreasonably withheld), it will not agree to any settlement of, compromise or consent to the entry of any judgment in or other termination of (each and collectively, a "Settlement") any Action in

respect of which indemnification could be sought hereunder (whether or not Merrill Lynch or any other Indemnified Party is an actual or potential party to such Action), unless such Settlement includes an unconditional release from the party bringing such Action of all Indemnified Parties. The rights of the Indemnified Parties referred to in this Section II shall be in addition to any rights that any Indemnified Party may have at common law or otherwise.

III. Other Relationships.

- (a) Please be advised that Bank of America Corporation (the parent company of Merrill Lynch) and its subsidiaries and affiliates (collectively, the "BAC Group") comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals from which conflicting interests or duties, or a perception thereof, may arise (collectively, "Services"). The City expressly acknowledges and agrees that, in the ordinary course of business, Merrill Lynch and other parts of the BAC Group at any time (i) may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions, for their own accounts or the accounts of customers, in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of any potential purchaser, the City or any other company that may be involved in any proposed transaction and (ii) may be providing or arranging financing and other financial services to (x) one or more potential purchasers or (y) other companies that may be involved in a competing transaction, in the case of (i) and (ii) whose interests may conflict with those of the City.
- (b) Notwithstanding the foregoing, Merrill Lynch agrees that, during the term of this Agreement and until the earlier of expiration or waiver of the Tail Period, none of Merrill Lynch, Bank of America Corporation and any other subsidiary of Bank of America Corporation will (1) provide mergers and acquisitions financial advisory services to a potential purchaser with respect to such party's potential acquisition of the Business or (2) provide or arrange any financing for a potential purchaser with respect to such party's potential acquisition of the Business, in each case, without obtaining the prior written consent of the City (which consent shall not be unreasonably withheld). Notwithstanding anything to the contrary contained herein, nothing shall prevent Merrill Lynch and/or its affiliates from (i) honoring its commitments or obligations under existing agreements, instruments or programs or consenting to or executing amendments or waivers related thereto, provided that Merrill Lynch hereby represents that it, as of the date hereof it does not knowingly have any such commitments or obligations specifically and explicitly with respect to a sale or purchase of the Business; and (ii) engaging in ordinary course lending or capital markets activities to the extent the customer has not disclosed to Merrill Lynch that the proceeds of such activity will finance the acquisition of the Business; and (iii) engaging in its ordinary course activities, including, without limitation, engaging in brokerage, asset management, derivatives transactions, commercial paper, margin loans and similar programs, leasing, research, loan trading, and securities trading and arbitrage activities with or involving any party.
- (c) Subject to clause III(b) above and subject to the Confidentiality Agreement between the parties as of the date hereof, although information may be acquired in the course of (i) providing Services to parties other than the City, (ii) engaging in any transaction (on its own account or otherwise) or (iii) otherwise carrying out its business, neither Merrill Lynch nor any other part of the BAC Group shall have any obligation to disclose such information, or the fact that it or any other part of the BAC Group is in possession of such information, to the City or to use such information for the benefit of the City. In addition, parts of the BAC Group may have (x) fiduciary or other relationships whereby such parts may exercise voting power over securities of various persons, which securities may from time to time include securities of any company that may be involved in a potential Transaction or others with interests with respect to a Transaction and (y) commercial



relationships (including acting as a vendor or customer) with the City, the Business or any other company that may be involved in any proposed Transaction. The City acknowledges that any such parts of the BAC Group may exercise such powers and otherwise perform its functions in connection with such fiduciary, commercial or other relationships without regard to Merrill Lynch's relationship to the City hereunder, subject to the Confidentiality Agreement between the parties as of the date hereof. In addition, except as set forth herein or in the Confidentiality Agreement between the parties as of the date hereof, the City acknowledges that neither this engagement nor the receipt by Merrill Lynch of confidential information nor any other matter shall restrict or prevent the BAC Group from undertaking any business activity, acting on behalf of its own account, or acting on behalf of, or providing any Services to, other customers and the BAC Group may undertake any business activity or provide any Services without further notification to the City.

- (d) Please be informed that the BAC Group generally maintains, in accordance with internal policies and procedures, separate deal teams for its various engagements, information walls between such deal teams and an information wall between investment banking and the "public" side of the BAC Group, including research and sales and trading. In addition, Merrill Lynch has adopted policies and procedures designed to preserve the independence of its research analysts whose views may differ from those of the BAC Group's investment banking department. Certain individuals associated with the City may have relationships with, and/or be contacted in connection with a Transaction by, Merrill Lynch's affiliates engaged in wealth and investment management and certain information regarding the City, the Business and such Transaction may be provided on a confidential basis to such affiliates in connection therewith. The City acknowledges that as part of its engagement hereunder Merrill Lynch may retain the services of outside counsel whose fees and expenses would be reimbursed by the City in accordance with the terms of this Agreement and that Merrill Lynch and/or its affiliates may receive a benefit (including, without limitation, a discount, credit or other accommodation) from such outside counsel based on the fees such outside counsel may receive on account of their relationship with Merrill Lynch and/or its affiliates including, without limitation, fees and expenses paid in connection with this engagement.

IV. Governing Law, Jury Trial Waiver and Other Matters.

- (a) This Agreement and any rights, duties and obligations hereunder may not be waived, amended, modified or assigned, in any way, in whole or in part, without the prior written consent of each of the parties hereto and shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of each of the parties hereto. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements and undertakings (both written and oral) with respect thereto, has been duly authorized and executed by each of the parties hereto and constitutes the legal, binding obligation of each such party. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement may be executed in two or more counterparts and delivered by facsimile or in electronic form, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- (b) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri. The parties hereby submit to the jurisdiction of any Missouri state or Federal court sitting in the Western District of Missouri in any proceeding arising out of or relating to this Agreement, agree not to commence any suit, action or proceeding relating thereto except in such courts, and waive, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such court on the basis of any objection to personal jurisdiction, venue or inconvenient jurisdiction. Any rights to trial by jury with respect to any suit, action, proceeding or claim (whether based upon contract, tort or otherwise), directly or indirectly, arising out of or relating to this Agreement or Merrill Lynch's engagement hereunder are expressly and irrevocably waived by Merrill Lynch and

**the City (on its own behalf and, to the extent permitted by applicable law, on behalf of its security holders).**

- (c) Merrill Lynch hereby notifies the City that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, the "Act") and other applicable laws, rules and regulations, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow Merrill Lynch to identify the City in accordance with the Act and such other laws, rules and regulations.

June 19, 2012

City of North Kansas City  
2010 Howell Street  
North Kansas City, MO 64116  
Attention: Mayor William Biggerstaff

### CONFIDENTIALITY AGREEMENT

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") has been engaged by the City of North Kansas City (the "City") to act as financial advisor to the City in connection with a potential transaction involving the North Kansas City Hospital (the "Business"). In the course of the engagement, the City may provide Merrill Lynch with certain Confidential Information (as defined below).

As used in this letter agreement (this "Agreement"), "Confidential Information" means all non-public, confidential information regarding the City and Business which is furnished to Merrill Lynch by or on behalf of the City in connection with the Transaction. For purposes of this Agreement, the following will not constitute "Confidential Information": information that (i) was already known to or in possession of Merrill Lynch or any of its Representatives (as defined below) prior to its disclosure by the City hereunder; (ii) is obtained by Merrill Lynch or any of its Representatives from a third party who is not known by Merrill Lynch or such Representative to be prohibited from disclosing the information to Merrill Lynch or such Representative by a contractual, legal or fiduciary obligation to the City; (iii) is or becomes publicly available (other than as a result of disclosure by Merrill Lynch or any of its Representatives in violation of this Agreement); or (iv) is independently developed, discovered or arrived at by Merrill Lynch or any of its Representatives.

Merrill Lynch may disclose Confidential Information to its affiliates and its and their respective employees, officers, directors, agents, legal counsel, accountants, auditors and other representatives and advisors (collectively, its "Representatives") who are informed of the confidential nature of the Confidential Information and are directed to treat the Confidential Information in a manner consistent with the terms of this Agreement. Merrill Lynch agrees that all Confidential Information (i) will be held confidential by Merrill Lynch, (ii) will not, without the City's express consent or as otherwise provided herein, be disclosed by Merrill Lynch and (iii) will not be used by Merrill Lynch other than in connection with Merrill Lynch's engagement with respect to the Transaction (including, but not limited to, in connection with Merrill Lynch's due diligence of the Business) or the development of the relationship between Merrill Lynch or its affiliates and the City.

In the event that Merrill Lynch or any of its Representatives is requested or required (orally or in writing, by law, regulation or interrogatory, request for information or documents, court order, subpoena, deposition, administrative proceeding, inspection, audit, civil investigative demand or other legal, governmental or regulatory process) to disclose any Confidential Information, Merrill Lynch or such Representatives may disclose such Confidential Information to the extent that Merrill Lynch concludes in good faith that it is required to do so. In addition, notwithstanding anything herein to the contrary, Merrill Lynch and its affiliates may disclose Confidential Information, without notice to the City, to any governmental agency, regulatory authority or self-regulatory authority (including, without limitation, bank and securities examiners) having or claiming to have authority to regulate or oversee any aspect of Merrill Lynch's business or that of its affiliates in connection with the exercise of such authority or claimed authority.

Notwithstanding anything herein to the contrary, any party subject to confidentiality obligations hereunder or under any other related document (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment or tax structure.

James T. Olsen  
Managing Director

One Bryant Park, 12<sup>th</sup> Floor  
New York, NY 10036

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646-855-1644 FAX  
james.olsen@bamf.com

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This Agreement and all obligations hereunder shall terminate two years from the date hereof.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties hereby submit to the jurisdiction of any Missouri state or Federal court sitting in the Western District of Missouri in any proceeding arising out of or relating to this Agreement, agree not to commence any suit, action or proceeding relating thereto except in such courts, and waive, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such court on the basis of any objection to personal jurisdiction, venue or inconvenient jurisdiction. **Any rights to trial by jury with respect to any claim, action or proceeding, directly or indirectly, arising out of, or relating to, this Agreement are expressly and irrevocably waived by Merrill Lynch and the City.**

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may be modified or waived only by a written instrument signed by the City and Merrill Lynch. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes any and all prior agreements and undertakings (both written and oral) with respect thereto, has been duly authorized and executed by each of the parties hereto and constitutes the legal, binding obligation of each such party. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement may be executed in multiple counterparts and delivered by facsimile, e-mail or portable document format (pdf) transmission, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Merrill Lynch hereby notifies the City that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, the "Act") and other applicable laws, rules and regulations, it is required to obtain, verify and record information that identifies the City or any of its affiliates, which information includes the name and address of the City and other information that will allow Merrill Lynch to identify the City in accordance with the Act and such other laws, rules and regulations.

If the foregoing reflects our agreement, kindly sign and return the duplicate copy of this Agreement to us.

Very truly yours,

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By:   
Name: James Olsen  
Title: Managing Director

Accepted and agreed to  
as of the date first written above:

CITY OF NORTH KANSAS CITY

By:   
Name: William Biggerstaff  
Title: Mayor