



June 23, 2014

Mr. Frank V. Sacco
President and Chief Executive Officer
Memorial Healthcare System
3501 Johnson St.
Hollywood, FL. 33021

Re: Lobbyist/Consultant Agreement

Dear Mr. Sacco:

Capital City Consulting, LLC (hereinafter "CCC") welcomes the opportunity to represent Memorial Healthcare System (hereinafter "MHS") as consultants/lobbyists before Florida's legislative and executive branches. Given our government affairs experience, we believe we are well equipped to enhance your efforts in Tallahassee. This letter of agreement is intended to set forth our understanding as to the nature, scope and terms of professional consulting services CCC has agreed to provide to MHS.

SCOPE OF SERVICES. CCC agrees to represent MHS during legislative sessions and committee weeks and to monitor all actions of the legislative and executive branches that could impact MHS' presence in Florida. This service includes lobbying all levels of Florida government at the direction of MHS.

TERM. The term of this relationship shall begin on July 1, 2014, and continue unless cancelled by either party with 30 day advance written notice. Additionally, this contract may be amended at any time with the mutual agreement of both parties.

FEES. CCC will provide the above referenced professional services for a fee of \$8,334 per month. In addition to our fee for services, we also charge separately for out-of-pocket expenses such as travel required in your representation, lobbyist registration, meals with legislators and staff, and any other nonstandard office expenses. We make every effort to keep these expenses to a minimum.

CONFIDENTIALITY. CCC will treat any and all information, communications, or materials of MHS as confidential and will not disclose or divulge same unless otherwise directed or authorized by MHS or ordered to do so by a court of competent jurisdiction.

REPORTING. CCC will monitor all relevant actions of the legislature and provide oral and written reports. CCC will be available to meet or discuss the status of any activities undertaken on behalf of MHS. At mutually convenient times, CCC will schedule periodic meetings or conference calls at your direction to review progress of any given task or project. CCC members are continuously available by telephone, email and cell phone to serve your communication needs.

INDEPENDENT CONTRACTOR. CCC and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be officers or employees of MHS.

CONFLICTS OF INTEREST. CCC does not foresee any potential conflicts of interest with current clients other than those that have been previously disclosed. However, in the event that a conflict does occur in the future, CCC agrees to disclose the conflict to both parties as soon as practical. CCC will attempt to resolve such conflict to the satisfaction of both parties. If a resolution agreeable to both parties is not achievable, then CCC must resolve the conflict in favor of any clients represented prior to execution of this contract. CCC agrees to not represent another hospital or hospital system without prior written authorization from the President/CEO of MHS.

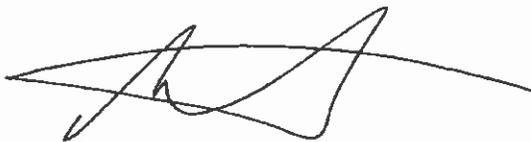
ETHICAL AND LEGAL CONSIDERATIONS. CCC agrees to comply with all applicable local, state and federal laws, rules and regulations in its representation of MHS under this agreement. In accordance with Florida reporting obligations required of lobbying firms, the firm must report percentages of this fee allocated to the legislative and executive branch services. 10% of this fee will be allocated toward the executive branch lobbying efforts, and 90% will be allocated toward legislative.

MISCELLANEOUS PROVISIONS. This agreement sets forth the entire understanding of the parties and neither party hereto is relying upon any oral representations made by the other except as set forth in this agreement.

Nick Iarossi and Chris Schoonover will have primary responsibility for this engagement, but all firm members will be accessible as needed.

If you agree with the terms contained in this letter of agreement, please sign and date this document and return it to our office. We appreciate your business and look forward to serving you.

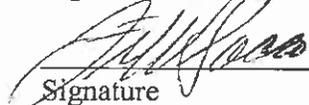
Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Iarossi', written over a horizontal line.

Nick Iarossi

I agree with the terms of this letter contract on behalf of MHS.

Signed on this 27 day of June 2014.



Signature

President CEO
Title