



ATLANTA

CINCINNATI

CLEVELAND

COLUMBUS

DAYTON

NEW YORK

WASHINGTON, D.C.

April 16, 2015

Kevin M. Butler, Esq.
Law Director
Lakewood City Hall
12650 Detroit Avenue
Lakewood, Ohio 44107

Re: Engagement of Thompson Hine LLP

Dear Kevin:

On behalf of Thompson Hine LLP, I am writing to thank you for the opportunity to represent City of Lakewood in the matter described below. At the outset of any new matter, we believe it is important to have a mutual understanding of how we will work together, and we want to describe our intentions in this letter. We need to confirm with you the identity of our client and the scope and nature of the services you have asked Thompson Hine to provide (including any limitations in that regard) and to agree with you regarding the terms under which we will provide our services.

Thompson Hine uses this relatively standard form letter to ensure that all of our clients receive comparable information regarding new engagements. If you have any questions about this engagement letter, or if you would like to discuss possible modifications, please call me as soon as possible.

Client and Scope of Services

You are engaging Thompson Hine to represent City of Lakewood in connection with negotiations with the Cleveland Clinic Foundation and Lakewood Hospital Association, Inc. relating to Lakewood Hospital. Our acceptance of this engagement does not involve an undertaking to represent the city of Lakewood's interests in any other matter. We may agree with you to expand the scope of our representation, provided that any such change is confirmed in writing. To the extent we do expand the scope, our services will be subject to the terms and conditions established in this letter.

During our representation, you anticipate that we will not receive Protected Health Information, as defined in 45 C.F.R. §160.103 of the regulations promulgated under the Health Insurance Portability and Affordability Act of 1996, as amended ("PHI"). By signing below, you agree that you will provide Thompson Hine with advance written notice of any future disclosure of PHI so that the parties may enter into a business associate agreement as required by law.

Conflicts of Interest

We have conducted an internal check of our records to determine whether representing you in this engagement would raise an ethical conflict of interest as to one or more of our existing clients. It appears that no such conflict now exists. However, Thompson Hine represents many other entities and individuals; it is possible that while we are representing you, some of our present or future clients will

have disputes or transactions with City of Lakewood. If, as a result of a future dispute or transaction, a conflict with the interests of another client arises we will address the conflict with you in a manner consistent with our obligations under the applicable Rules of Professional Conduct. In circumstances in which the Rules relating to conflicts dictate that we do not represent the other client, we will not do so. In circumstances in which the Rules permit you, as a client, to waive the conflict, we may solicit a waiver from you and the other affected clients.

Fees and Charges

In connection with this engagement, we have agreed to charge for our services on the basis of the time we spend on the matter. Our fees will be based on the amount of time spent on the matter by various lawyers multiplied by a blended hourly rate of \$285 per hour and, to the extent applicable, by paralegals multiplied by their individual hourly billing rates, which range from \$195 to \$310.

Representing you in this matter may involve incurring certain charges and expenses on your behalf, which we will forward to you for your direct payment, namely: court costs, fees for court reporters, transcripts, expert witnesses, consultants, local counsel and appraisers. There will be some charges and expenses that we will incur on your behalf, and we will include them on our invoices for reimbursement without mark-up. We will charge twenty cents per page for black-and-white document reproduction. (We will charge more for color document reproduction and less for large volume reproduction). Electronic legal research will be billed at a seventy percent discount from the "Gross Amount" invoiced to us by our vendor, plus tax. Our charges for electronic research are approximately equivalent to our direct costs for these services. Air travel will be at coach fare unless we obtain your prior approval. Automotive travel will be subject to reimbursement at the IRS guideline amount or our out-of-pocket cost.

Payment

All statements for services rendered are payable upon receipt unless other arrangements have been made with the firm in advance.

Duration of Engagement

Either you or the firm may terminate the engagement at any time for any reason by written notice to the other, subject on our part to applicable Rules of Professional Conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in this matter, and, if you request, we will suggest possible successor counsel and provide you with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission and assist you as you may desire to engage successor counsel.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered.

File Retention

During the firm's representation, any otherwise nonpublic information you supply to us will be kept confidential in accordance with applicable Rules of Professional Conduct and the terms of this

engagement letter. At the conclusion of a matter, the firm's policy is to deliver to clients all documents and materials the client has provided the firm as a part of the representation to which the matter relates. To minimize unnecessary storage expenses, the remainder of the physical and electronic files pertaining to the matter will be transferred to storage for retention. At the end of the file's retention period (10 years at a minimum) the firm will attempt to notify you at the postal address we have on file for you. If requested, the firm will return the files to you. Depending on the volume of material, we may charge you shipping costs for the return of the files. If we cannot locate you in order to notify you at the end of the retention period, or if we notify you and you so instruct us, we will securely dispose of all materials in the file at the end of the retention period.

Client Responsibilities

By agreeing to and accepting our representation as described in this engagement letter, you agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation. You (including any of your representatives) agree to be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and you agree to stay fully informed on all developments relating to all matters for which we have been engaged. You also agree to pay our statements for services rendered and charges in accordance with the terms of the engagement letter. We reserve the right, subject to applicable ethical rules, to withdraw from this matter if you fail to meet your obligations under this agreement, including payment of fees when due.

In the course of our representation, we will be asking you for information and/or instructions from time to time. It is important that we receive your response in a timely manner (i.e., well in advance of the impending deadlines). We may need to withdraw from representation if untimely responses to our requests persist.

It is important that we maintain a current address for you at all times. Please notify us promptly of any address change or any changes in your representation. Even following the completion of the requested services, there may be a need to contact you to help maintain your rights. In any event, we will use the last address we have on record for you.

By agreeing to and accepting our representation as described in this engagement letter, you authorize the firm to disclose otherwise nonpublic information you supply to us as necessary and appropriate in order to carry out your representation, including but not limited to disclosure to outside vendors, outside copying services and outside information technology organizations.

Identification Number

Thompson Hine LLP's tax identification number is 34-0575300.

Please indicate City of Lakewood's acceptance of the terms of this engagement by signing and returning a copy of this letter.

Based on our discussions, we will commence work on this matter in contemplation of receiving your written acceptance, and we will assume you agree with these terms, even if you have not returned a signed copy of this letter.



Please call me if you have any questions regarding anything in the foregoing letter.

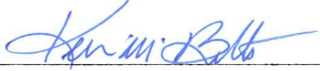
Very truly yours,

A handwritten signature in black ink, appearing to read 'Robyn Minter Smyers'.

Robyn Minter Smyers

AGREED TO AND ACCEPTED:

City of Lakewood

By: _____

Title: Law Director

Date: 4/27/15

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