

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District, and Sutter Health

NOTE – THIS DOCUMENT IS NOT INTENDED FOR LEGAL GUIDANCE. IT IS INTENDED ONLY AS A SUPPLEMENT TO AND PARTIAL SUMMARY OF THE REFERENCED AGREEMENTS AND DOES NOT REPLACE THE NEED TO REVIEW CAREFULLY AND UNDERSTAND THE DOCUMENTS AND AGREEMENTS REFERENCED HEREIN

Terms and Abbreviations

Note: Unless defined in this Summary/Timeline, all capitalized terms used herein shall have the meaning set forth in the Settlement Agreement and/or Transfer Agreement.

Agreements:

SA = Settlement Agreement
TA = Transfer Agreement
IFA = Interim Funding Agreement
LEASE = Existing Lease for the Hospital (signed in 1985)
RA = Release Agreement (Exhibit E to the TA)
CA = Confidentiality Agreement (Exhibit A to the TA)

Entities:

DISTRICT = Marin Healthcare DISTRICT
MGHC = Marin General Hospital
MGHF = Marin General Hospital Foundation
MCH = Marin Community Health
MCHF = Marin Community Health Foundation
NCH = Novato Community Health
SUTTER = Sutter Health
SUTTER PARTIES = collectively, Sutter Health, MCH and their affiliates

Dates:

Commencement Date - The date upon which the DISTRICT starts construction of the parking garage
Collection Period - The 45 day period after the Transfer Date during which SUTTER collects MGHC's Accounts Receivable
Execution Date – The date the Parties executed the agreements (10/4/06)
Effective Date – The effective date of the agreements (10/5/06)
Foundation Control Transfer Date – The date upon which the DISTRICT assumes control over MGHF
Preparation Period – The 12 month period before the Transfer Date.
Transfer Date – The date upon which MCH transfers control of MGHC to the DISTRICT
Trigger Date – The date the DISTRICT must sign the documents obligating it to repay 50% of the transfer funding payments it received from the SUTTER PARTIES.
Transition Period – The period between the Effective Date and the Transfer Date
Transfer Time – The time of actual transfer of control of MGHC from MCH to the DISTRICT (11:59 p.m. on the Transfer Date)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

THIS TIMELINE/SUMMARY IS DIVIDED INTO THE FOLLOWING SECTIONS:

Section 1 – Obligations/Rights that have hard/specific due dates

Section 2 – Obligations/Rights for which the deadline for performance or the onset/termination are tied to/measured from the Transfer Date

Section 3 – Several Obligations/Rights that have floating due dates that are not necessarily tied to/measured from the Transfer Date

Section 4 – Rights/Obligations that continue throughout the entire term of the agreements

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

TIMELINE

SECTION 1 – OBLIGATIONS/RIGHTS THAT HAVE HARD DUE DATES

DUE DATE	TASK DESCRIPTION	REFERENCE
9/24/06	Subject to certain exceptions, MGHC should have provided to the DISTRICT copies of any written notices from any governmental entity of any alleged violation of applicable law or regulation, or of any related investigation, naming MGHC or the Hospital.	TA ¶4.22(g)
As soon as practicable after the Execution Date	The parties must execute a joint stipulation that the SA be entered as a judgment in the Litigation and take other steps necessary to create a valid SA, TA, and Judgment.	SA §13
Date of Entry of Judgment	Provided that the TA has not been terminated, the SUTTER PARTIES must pay the DISTRICT the first transfer funding payment of \$250,000.	SA §4
As soon as possible after the Effective Date	MGHC must use its best efforts to complete the CT Scanner Equipment Project, the Cath Lab Equipment Project, and the Linear Accelerator Project.	SA §5(c)
As of the Effective Date	MGHC is released of any further obligation to serve notice of a rent election under §3.2 of the Lease.	SA §6
From the Effective Date through 10/1/09	The DISTRICT is prohibited from doing any new construction on the Leased Premises other than the construction of the Parking Facility.	SA §7(d)
Beginning on the Effective Date and continuing until the date that is 9 months prior to the TD	Except as listed below, SUTTER and its Affiliates, other than MGHC, are prohibited from delivering within the boundaries of the DISTRICT any healthcare services licensed under the Health and Safety Code. SUTTER may: (1) continue providing at Terra Linda those services at provided at Terra Linda as of 6/13/06, but may not add any clinical services not provided as of 6/13/06; (2) provide ambulatory surgery services (ASC) within the DISTRICT, but not within a 4-mile radius of 250 Bon Air; and (3) provide diagnostic imaging services within the DISTRICT, but not within a 4-mile radius of 250 Bon Air.	SA §§9(a), (c)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

Beginning on the Effective Date and continuing until the date that is 180 days prior to the Transfer Date	SUTTER must make reasonable efforts to make off-site SUTTER employees available to the DISTRICT for IS-related matters upon 60-90 days advance notice from the DISTRICT.	TA ¶4.13(d)(vii)
10/31/06	MGHC must pay Minimum Cash Rent of \$76,460 to the DISTRICT.	SA §6
11/4/06	MGHC and SUTTER must provide the DISTRICT with (1) a summary of all of their existing plans, drawings, and specifications for a new parking garage, a new Hospital wing, and any other major capital improvements involving significant design and construction to the Hospital and (2) executed copies of the letter attached as Exhibit 4.20.	TA ¶4.20
12/3/06	MCHC must provide the DISTRICT with copies of all the plan documents/policies memorializing the employee Benefit Plans described in Exhibit 4.9(a)4.	TA Ex 4.9(a) ¶4
12/3/06	MGHC must provide the DISTRICT with a current list of the active Hospital medical staff.	TA ¶4.10
12/4/06	SUTTER must provide the DISTRICT with an updated list of the current information systems used in the Business and all Baseline IS Information.	TA ¶4.13(d)(i)
12/4/06	The DISTRICT and SUTTER each must designate a point person to handle information system transition issues and notify each other in writing of the contact information of such person.	TA ¶4.13(d)(ii)
1/1/07	MGHC must pay Minimum Cash Rent of \$78,967 to the DISTRICT.	SA §6
1/1/07	Provided that the TA has not been terminated, the SUTTER PARTIES must pay the DISTRICT the second transfer funding payment of \$500,000.	SA §4
During calendar year 2007	MGHC must expend \$2,500,000 for Capital Expenditures, as defined in 3.2(c)(1) of the Lease.	SA §5(a)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

1/4/07	SUTTER and MGHC must provide the DISTRICT (1) a general abstract of the current workers compensation insurance coverage (the Zurich Policy); and (2) an estimate of the self-insured WC Liability currently outstanding for MGHC Employees covered under the Zurich Policy.	TA Ex 4.9(b), §2
2/28/07	Cheryl Tanasovich sublease at the Cancer Center expires.	TA Ex 4.21
3/31/07	Merril Nisam sublease at the Cancer Center expires.	TA Ex 4.21
4/1/07	MGHC must pay Minimum Cash Rent of \$78,967 to the DISTRICT.	SA §6
By no later than 4/2/07	MGHC must adopt a policy, pursuant to which, to the extent feasible, all contracts renegotiated during the Transition Period (other than those types of contracts listed in TA ¶4.15(c)) will contain a 90-180 day “no-cause, no penalty” termination provision.	TA ¶4.15(b)
By no later than 4/2/07	MGHC and SUTTER must amend the Cancer Center Lease to terminate on 12/1/15, without provision for renewal or extension.	TA ¶4.21(a)
6/30/07	MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
6/30/07	SUTTER must update the Baseline IS Information	TA ¶4.13(d)(i)
6/30/07	MGHC’s Collective Bargaining Agreement with Professional and Vocational Division of Teamsters Union Local No. 856 expires.	TA Ex 4.8(d); Ex 4.9(a)3
7/1/07	MGHC’s Collective Bargaining Agreement with California Nurses Association expires.	TA Ex 4.8(d); Ex 4.9(a)3
7/1/07	MGHC’s Collective Bargaining Agreement with Radiology Associates expires.	TA Ex 4.8(d); Ex 4.9(a)3
7/1/07	Provided that the TA has not been terminated, the SUTTER PARTIES must pay the DISTRICT the third transfer funding payment of \$500,000.	SA §4
7/1/07	MGHC must pay Minimum Cash Rent of \$78,967 to the DISTRICT.	SA §6

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

9/30/07	Deadline for the DISTRICT to provide to SUTTER a draft Information Systems transition plan.	TA ¶4.13(d)(iii)
10/1/07	MGHC must pay Minimum Cash Rent of \$80,283 to the DISTRICT.	SA §6
12/31/07	MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
12/31/07	Deadline for the Parties' IS Point Contacts to determine whether there are any significant dispute over the proposed IS transition plan.	TA ¶4.13(d)(iii)
Anytime between 1/1/08 and 7/1/09	MGHC may give the DISTRICT a Notice of Early Transfer Date ("NETD"). In the NETD, MGHC may set a Transfer Date before the last deadline therefore (7/1/10), but the early Transfer Date must be at least twelve (12) months after the date of the NETD.	SA §2 & TA ¶2.1
1/1/08	Provided that the TA has not been terminated, the SUTTER PARTIES must pay the DISTRICT the fourth transfer funding payment of \$500,000.	SA §4
1/1/08	MGHC must pay Minimum Cash Rent of \$82,916 to the DISTRICT.	SA §6
1/1/08	SUTTER must update the Baseline IS Information	TA ¶4.13(d)(i)
By 1/1/08	MGHC must negotiate a new Employee Assistance Program (EAP) benefits package for the MGHC employees.	TA Ex 4.9(a) ¶13(b)
By 1/1/08	Any NCH employees in the MGHC Flexible Spending Account (FSA) plan must be transitioned out to the Sutter FSA plan.	TA Ex 4.9(a) ¶14(b)
By 1/1/08	MGHC must negotiate a new service recognition contract for the MGHC employees.	TA Ex 4.9(a) ¶18(b)
By 1/1/08	NCH must establish a direct arrangement with Redwood Credit Union.	TA Ex 4.9(a) ¶19(b)
By 1/1/08	NGH employees in the MGHC Flex Plan must be transitioned out to the Sutter Flex Plan.	TA Ex 4.9(a) ¶20(b)
By 1/1/08	If required by the annuity contractors for voluntary Code Section 403(b) programs, direct agreements between NCH employees and their annuity contractors must be established.	TA Ex 4.9(a) ¶21(b)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

By 1/1/08	Any NCH employees in the MGHC ERMA benefit must be transitioned out to a separate program.	TA Ex 4.9(a) ¶22(b)
By 1/1/08	MGHC must establish a new retiree health care account plan available to MGHC employees which (1) mirrors the Sutter Retiree Health Care Account plan, (2) permits MGHC employees to transition to it without loss of benefits and without penalties relating to qualification, (3) will be administered by a 3rd party administrator.	TA Ex 4.9(a) ¶23(b)
By 1/1/08	Any NCH employees in the MGHC dental benefit plan must be transitioned out to separate plans from MGHC dental plan.	TA Ex 4.9(a) ¶7(b)
By 1/1/08	MGHC must negotiate a new vision benefit insurance package for the MGHC employees.	TA Ex 4.9(a) ¶8(b)
By 1/1/08	MGHC must negotiate a new life and AD&D insurance package for the MGHC employees.	TA Ex 4.9(a) ¶9(b)
By 1/1/08	MGHC must negotiate a new Long Term Disability (LTD) insurance package for the MGHC Employees.	TA Ex 4.9(a) ¶10(b)
After 1/1/08	The DISTRICT may conduct preliminary discussions and information gathering from any MGHC Payers other than parties to Sutter's Systemwide Managed Care Agreements.	TA ¶4.2(g)
During calendar year 2008	MGHC must expend \$2,640,000 for Capital Expenditures, as defined in 3.2(c)(1) of the Lease.	SA §5(a)
1/15/08	Deadline for the Parties' IS Point Contacts to notify the respective Transition Managers if there are significant disputes over the proposed IS transition plan.	TA ¶4.13(d)(iii)
4/1/08	MGHC must pay Minimum Cash Rent of \$82,916 to the DISTRICT.	SA §6
4/17/08	MGHC's Collective Bargaining Agreement with Professional and Vocational Division of Teamsters Union Local No. 856 (Clerical Unit) expires.	TA Ex 4.8(d); Ex 4.9(a)3
4/30/08	Target date for the DISTRICT and SUTTER to agree to a substantially complete IS transition plan.	TA ¶4.13(d)(iii)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

6/30/08	MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
7/1/08	Provided that the TA has not been terminated, the SUTTER PARTIES must pay the DISTRICT the fifth transfer funding payment of \$500,000.	SA §4
7/1/08	MGHC must pay Minimum Cash Rent of \$82,916 to the DISTRICT.	SA §6
7/1/08	MGHC's Collective Bargaining Agreement with California Licensed Vocational Nurses Association and MGH expires.	TA Ex 4.8(d); Ex 4.9(a)3
10/1/08	MGHC must pay Minimum Cash Rent of \$84,297 to the DISTRICT.	SA §6
12/31/08	MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
1/1/09	Provided that the TA has not been terminated, and if the Transfer Date has not occurred, the SUTTER PARTIES must pay the DISTRICT the sixth transfer funding payment of \$500,000.	SA §4
1/1/09	If the TD has not occurred, MGHC must pay Minimum Cash Rent of \$87,061 to the DISTRICT. ¹	SA §6
During calendar year 2009	Unless the Transfer Date has occurred, MGHC must expend \$2,770,000 for Capital Expenditures, as defined in 3.2(c)(1) of the Lease. ²	SA §5(a)
4/1/09	If the Transfer Date has not occurred, MGHC must pay Minimum Cash Rent of \$87,061 to the DISTRICT. ³	SA §6
6/30/09	If Transfer Date has not occurred, MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
7/1/09	Provided that the TA has not been terminated, and if the Transfer Date has not occurred, the SUTTER PARTIES must pay the DISTRICT the seventh transfer funding payment of \$500,000.	SA §4

¹ Amount can be prorated on a daily basis for the period in which the Transfer Date occurs.

² See footnote 1.

³ See footnote 1.

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

7/1/09	If the Transfer Date has not occurred, MGHC must pay Minimum Cash Rent of \$87,061 to the DISTRICT. ⁴	SA §6
10/1/09	If the Transfer Date has not occurred, MGHC must pay Minimum Cash Rent of \$88,512 to the DISTRICT. ⁵	SA §6
After 10/1/09	Subject to certain limitations set forth in SA §7(d), the DISTRICT may, but has no obligation to, undertake construction of new improvements on the Leased Premises.	SA §7(d)
12/31/09	If Transfer Date has not occurred, MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
1/1/10	Provided that the TA has not been terminated, and if the Transfer Date has not occurred, the SUTTER PARTIES must pay the DISTRICT the eighth transfer funding payment of \$500,000.	SA §4
1/1/10	If the Transfer Date has not occurred, MGHC must pay Minimum Cash Rent of \$91,414 to the DISTRICT. ⁶	SA §6
During the first half of calendar year 2010 (prior to 7/1/10 deadline for TD)	Unless the Transfer Date has occurred, MGHC must expend \$2,900,000 for Capital Expenditures, as defined in 3.2(c)(1) of the Lease. ⁷	SA §5(a)
4/1/10	If the Transfer Date has not occurred, MGHC must pay Minimum Cash Rent of \$91,414 to the DISTRICT. ⁸	SA §6
6/30/10	If Transfer Date has not occurred, MGHC must provide the DISTRICT a current list of the active Hospital medical staff, by categories of all clinical specialties.	TA ¶4.10
7/1/10 (Unless MGHC sets an earlier Transfer Date in a NETD)	TRANSFER DATE. The date upon which the DISTRICT replaces MCH as the sole member of MGHC (also referred in the agreements as “Change of Control”).	SA §2 & TA ¶2.1

⁴ See footnote 1.

⁵ See footnote 1.

⁶ See footnote 1.

⁷ see Footnote 1.

⁸ See footnote 1.

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

1/31/11	MGHC's Collective Bargaining Agreement with International Union of Operating Engineers (Stationary Local 39) expires.	TA Ex 4.8(d); Ex 4.9(a)3
7/31/14	California Cancer Center sublease at the Cancer Center expires.	TA Ex 4.21
Last quarter of 2015	Marin Community Clinic sublease at the Cancer Center expires. [Note: This is based only on MGHC/SUTTER's anticipation of entering into a sublease with Marin Community Clinic at the Cancer Center. As of the Effective Date, no such sublease had been entered into.]	TA Ex 4.21
11/15/15	David Bloom, Albert Varner, Richard McAuliffe, and Danny Kao sublease at the Cancer Center expires.	TA Ex 4.21
12/1/15	Cancer Center Lease ends.	TA ¶4.21(a)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

SECTION 2 – OBLIGATIONS/RIGHTS FOR WHICH THE DEADLINE FOR PERFORMANCE OR THE ONSET/TERMINATION ARE TIED TO/MEASURED FROM THE TRANSFER DATE

During the Preparation Period	MGHC and SUTTER have the general obligation to provide the DISTRICT access to the Facilities and to MGHC Employees.	TA ¶4.2(a)
During the Preparation Period	MCH, SUTTER and MGHC must assure that the Hospital Site Administrator is a qualified person who devotes his/her full time exclusively to the operation of the Business.	TA ¶4.2(b)
Anytime after the Preparation Period begins	The DISTRICT is entitled to appoint a Liaison Administrator.	TA ¶4.2(c)
During the Preparation Period	MGHC must provide the Liaison Administrator with access to the Facilities, Business Records, the Site Administrator, MGHC Employees, MGHC Medical Staff, and MGHC Vendors and Payers.	TA ¶¶4.2(c), (f), and (g)
During the Preparation Period	The DISTRICT may meet and negotiate with MGHC’s vendors, other than parties to Sutter’s Systemwide Managed Care Agreements, regarding arrangements or contracts to be effective after the Transfer Date. The DISTRICT must give MGHC notice of any such meeting promptly after scheduling thereof.	TA ¶¶4.2(g) and 4.7
During the Preparation Period	MGHC prohibited from terminating or eliminating a Hospital Service under the procedure in §19.1 of the Lease	TA ¶ 4.3(c)
During the Preparation Period	The DISTRICT may negotiate with Systemwide Payers, but only for contracts that will be effective after the Transfer Date.	TA ¶4.7(b)
During the Preparation Period	SUTTER and MGHC must permit and cooperate with the DISTRICT to begin the DISTRICT’s implementation of its IS transition plan, subject to the conditions set forth in TA ¶4.13(d)(iv).	TA ¶4.13(d)(vi)
During the Preparation Period	MGHC and SUTTER must promptly provide to the DISTRICT, upon the DISTRICT’s written request, information within SUTTER’s control that is reasonably required for the DISTRICT to negotiate for and obtain insurance.	TA ¶4.14(b)
During the Preparation Period	MGHC must promptly notify the DISTRICT in writing of any early termination notice it receives from any third party to any MGHC contract with an annual payment exceeding \$20,000.	TA ¶4.15(e)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

No later than 30 days after the Preparation Period begins	SUTTER must provide the DISTRICT with a summary of SUTTER Insurance Contracts and any insurance policies purchased or provided by or through the SUTTER PARTIES covering MGHC, the Business, or the MGHC board of directors.	TA ¶4.14(a)
No later than 30 days after the Preparation Period begins	SUTTER must provide the DISTRICT with a current list of the SUTTER’s Systemwide Managed Care Agreements, a description of the general scope of services provided pursuant to each, general patient volume and utilization statistics for each, and current contact information for each Systemwide Payer. SUTTER must notify each Systemwide Payer that the DISTRICT may contact them.	TA ¶4.7(b)
No later than 30 days after the Preparation Period begins	MGHC must provide the DISTRICT with a complete description of its Billing Database and collections process and systems.	TA ¶4.12(a)
No later than 30 days after the Preparation Period begins	SUTTER must update the Baseline IS Information.	TA ¶4.13(d)(i)
No later than 30 days after the Preparation Period begins	MGHC must provide the DISTRICT with an updated current Contracts List, comparable to Exhibit 4.15.	TA ¶4.15(a)
No later than 30 days after the Preparation Period begins	MGHC and SUTTER must provide a current list and copies of each of the subleases under the Cancer Center Lease.	TA ¶4.21(b)
No later than 30 days after the Preparation Period begins	MGHC must provide the DISTRICT with (1) an updated Exhibit 4.9(a) ⁴ regarding existing MGHC Employee benefits; and (2) a description of the current progress and the remaining steps in the Employee Benefits Transition Plan.	TA Ex 4.9(a) ¶4
At all times after the date that is 30 days after the Preparation Period begins	SUTTER must promptly notify the DISTRICT of any material changes to the Baseline IS Information.	TA ¶4.13(d)(i)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

Beginning no later than 11 months before Transfer Date	MGHC must initiate a policy to require managers who intend to resign on or before the Transfer Date to give 9 months notice to MGHC. When announcing the policy, MGHC must notify all MGHC managers of the post-Transfer Date hiring restrictions in TA ¶4.8(c).	TA ¶4.8(c)(i)
During the 11 months prior to the Transfer Date	MGHC must notify the DISTRICT in writing of any management vacancy promptly upon MGHC receipt of the manager's resignation notice.	TA ¶4.8(c)(i)
No later than 60 days after Preparation Period begins	SUTTER and the DISTRICT, through designated representatives, shall meet to discuss and begin a process to retain a Collection Agent for managed care collections.	TA ¶3.3(d)
No later than 60 days after the Preparation Period begins	MGHC must provide the DISTRICT with a list of all matters which, to the knowledge of MGHC Site Administrator, constitute violations of the Environmental Law, and notices from any government agency related to the Facilities and alleging or stating that MGHC is in violation of the Environmental Laws. This information is subject to the Confidentiality Agreement.	TA ¶4.22(a)
No later than 60 days after the Preparation Period begins	MGHC and the SUTTER PARTIES must update the Primary Capital/Depreciable Asset List.	TA ¶4.22(b)
Anytime after the date that is 60 days after the start of the Preparation Period, upon 30 days prior written request from the DISTRICT to MGHC	The DISTRICT may inspect the assets on the Primary Capital/Depreciable Asset List.	TA ¶4.22(b)
No later than 90 days after the Preparation Period begins	MGHC must provide the DISTRICT with a list of pending and threatened disputes with Hospital medical staff applicants and medical staff members. This information is subject to the Confidentiality Agreement.	TA ¶4.22(e)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

No later than 90 days after the Preparation Period begins	MGHC must provide the DISTRICT with a list of any of the following actually known to the Site Administrator: (1) any unresolved alleged unfair labor practices, claims and disputes filed/noticed by any Labor Organization and related to MGHC; (2) union organizing activity related to MGHC; and (3) threats of work stoppages related to MGHC.	TA ¶4.22(f)
Beginning no later than 90 days after Preparation Period begins and continuing through the Transfer Date	MGHC must provide the DISTRICT with monthly Inventory information as set forth in TA ¶4.23(e).	TA ¶4.23(e)
Beginning 9 months before the Transfer Date and continuing through the Transfer Date	The restrictions on SUTTER delivering health care services within the boundaries of the DISTRICT set forth in SA §9(a) no longer apply. SUTTER is no longer restricted from competing with the DISTRICT, except that SUTTER may not: (1) provide licensed, general acute in-patient services at any location within the boundaries of the DISTRICT, (2) provide ambulatory surgery services within a 4-mile radius of 250 Bon Air; and (3) provide diagnostic imaging services within a 4-mile radius of 250 Bon Air.	SA §9(b)
No later than 240 days before the Transfer Date	MGHC must provide the DISTRICT with a draft of a new pension plan, or MGHRP, as defined in Exhibit 4.9(a), §5(b).	TA Ex 4.9(a) ¶4
No later than 190 days before the Transfer Date	Deadline for the DISTRICT to provide to SUTTER and MGHC a list of all agreements from the Contracts List to be terminated. For all such contracts, MGHC must provide notice to the applicable third parties of such termination within the relevant notification period so that such agreements will be terminated as of the Transfer Date.	TA ¶4.15(d)
During the 190 days before the Transfer Date	Subject to certain exclusions, the DISTRICT has the right to approve the execution on behalf of MGHC of those new or renewal MGHC employment contracts that provide for compensation over \$100K/yr. (excluding fringe benefits) and have a term of more than 1 year.	TA ¶4.15(f)
No later than 6 months before the Transfer Date	MGHC must withdraw from the Sutter Obligated Group, and establish its own credit and financing facilities.	SA §11

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

No later than 6 months before the Transfer Date	SUTTER must give the DISTRICT a price quote for cost of tail coverage for the Category I suits or claims filed before the Transfer Date.	TA Ex 4.19(b).I.B
No later than 180 days before the Transfer Date	MGHC, with advice from its pension consultant, must develop a new pension plan that satisfies the conditions stated in Exhibit 4.9(a), §5(b), which can be adopted by MGHC or the DISTRICT and made available to MGHC Employees after the Transfer Date.	TA Ex 4.9(a) ¶5(b)
No later than 180 days before the Transfer Date	MGHC must provide the DISTRICT with (1) updated information about workers compensation insurance coverage, (2) a current estimate of outstanding WC liability, (3) contact information for Zurich, (4) the line of credit amount for the Sutter LC, and (5) the applicable Zurich Policy requirements for collateral.	TA Ex 4.9(b), §4
No later than 180 days before the Transfer Date	The DISTRICT must retain a Collection Agent, subject to the criteria set forth in TA ¶3.3(d).	TA ¶3.3(d)
No later than 180 days before the Transfer Date	SUTTER must give the DISTRICT a summary of the accounting systems used in or for the Business that are purchased through or provided by the SUTTER PARTIES.	TA ¶4.11(b)
No later than 180 days before the Transfer Date	The DISTRICT and MGHC must meet to plan the conversion of accounting systems and transfer of accounting data.	TA ¶4.11(d)
During the period beginning 180 days before the Transfer Date and continuing through the Transfer Date	SUTTER must make reasonable efforts to make off-site SUTTER employees available to the DISTRICT for IS-related matters upon ten (10) days advance notice from the DISTRICT.	TA ¶4.13(d)(vii)
No later than 120 days before the Transfer Date	MGHC must initiate a policy to require its technicians and licensed allied health professionals (excluding registered nurses and licensed vocational nurses) who intend to resign on or before the Transfer Date to give 90 days notice to MGHC. When announcing the policy, MGHC must notify all MGHC Employees of the post-TD hiring restrictions in TA ¶4.8(c).	TA ¶4.8(c)(ii)
Beginning 120 days before the Transfer Date through the Transfer Date	MGHC must promptly notify the DISTRICT in writing of any Employee vacancy for any reason, including an Employee's resignation under the resignation policy.	TA ¶4.8(c)(ii)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

Beginning 120 days before the Transfer Date until the end of the Collection Period	The DISTRICT's Collection Agent shall be entitled to monitor MGHC's Accounts Receivable collections process.	TA ¶3.3(d)
No later than 120 days before the Transfer Date	The DISTRICT and SUTTER must meet and plan for the DISTRICT to provide the Required Coverage and the Tail Coverage.	TA ¶4.14(c)
No later than 120 days before the Transfer Date	MGHC must begin identifying facility signage and other MGHC marketing and identification materials that contain the Sutter Identifiers.	TA ¶4.16(a)
Beginning 120 days before the Transfer Date	MGHC must make available its payroll personnel to meet with a designated DISTRICT representative to review the current payroll systems for MGHC employees and to provide the DISTRICT with technical information to prepare for the payroll data transfer.	TA Ex 4.9(c) ¶5.2
Beginning 120 days before the Transfer Date through 30 days before Transfer Date	MGHC must provide the DISTRICT with non-proprietary data for the purpose of building the payroll Replacement Systems.	TA Ex 4.9(c) ¶5.3
No later than 90 days before the Transfer Date	MGHC and SUTTER must provide the DISTRICT with a list of all pending litigation for MGHC that has been served and where MGHC is named as a party. This information is subject to the Confidentiality Agreement.	TA ¶4.19(a)
Anytime after the date that is 90 days before the Transfer Date	Subject to certain limitations, the DISTRICT is entitled to appoint one or more DISTRICT Transition Managers.	TA ¶4.2(d)
During the period beginning 90 days before the Transfer Date through the Transfer Date	MGHC must provide the DISTRICT Transition Managers with access to the Facilities, Business Records, and the corresponding MGHC manager, director, or employee.	TA ¶4.2(d)
No later than 90 days before the Transfer Date	MGHC must provide to the DISTRICT and SUTTER a complete list of facility signage and other MGHC marketing and identification materials that contain the Sutter Identifiers.	TA ¶4.16(a)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

No later than 90 days before the Transfer Date	MGHC must provide the DISTRICT with a list of all materials disputes with respect to cost reports, payments or reimbursements due or paid to MGHC or the Hospital under the Medicare and Medicaid programs. This information is subject to the Confidentiality Agreement.	TA ¶4.22(c)
Beginning 45 days before the Transfer Date	MGHC shall permit the DISTRICT to perform a data pull to load MGHC data related to payroll into the Replacement Systems and allow the DISTRICT to run parallel payroll tests for the two pay periods preceding the Transfer Date.	TA Ex 4.9(c) ¶5.3
No later than 30 days before the Transfer Date	Deadline for the DISTRICT to find a lower aggregate price than SUTTER's quote for tail coverage in order to obligate SUTTER to match such price.	TA Ex 4.19(b).I.B
No later than 15 days before the Transfer Date	The DISTRICT must provide SUTTER with a copy or summary of policies and a letter from the DISTRICT's selected carrier(s) indicating that the Required Coverage and the Tail Coverage will become effective as of the Transfer Time.	TA ¶4.14(c)
In the period between 15 days before the Transfer Date and 45 days after the Transfer Date	MGHC must remove Facility signage containing the Sutter Identifiers.	TA ¶4.16(b)
No later than the Transfer Date	MGHC and NCH must establish separate severance corporate policy.	TA Ex 4.9(a) ¶15(b)
No later than the Transfer Date	MGHC and NCH must establish separate Tuition Reimbursement policy documents.	TA Ex 4.9(a) ¶16(b)
No later than the Transfer Date	MGHC and NCH must establish separate CEU policy documents.	TA Ex 4.9(a) ¶17(b)
No later than the Transfer Date	MGHC employees must be offered health insurance through a new third party insured commercial policy (likely during Fall 2007 open enrollment period.)	TA Ex 4.9(a) ¶6(a)
No later than the Transfer Date	MGHC and NCH must establish separate PTO corporate policy documents.	TA Ex 4.9(a) ¶11(b)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

No later than the Transfer Date	MGHC and NCH must establish separate Leave of Absence (LOA) policies.	TA Ex 4.9(a) ¶12(b)
No later than the Transfer Date	MGHC and NCH must establish separate Extended Sick Leave (ESL) policy documents.	TA Ex 4.9(a) ¶10(b)
No later than the Transfer Date	SUTTER must remove any security interest of the Sutter Obligated Group in MGHC Retained Assets.	TA ¶4.5
No later than the Transfer Date	The DISTRICT must replace the hardware owned by SUTTER that supports the Kronos time entry system.	TA Ex 4.9(c) ¶4.1
No later than the Transfer Date	The DISTRICT must make necessary amendments or modifications, if any, to MGHC’s services agreement with Automatic Data Procession (ADP).	TA Ex 4.9(c) ¶4.3
No later than the Transfer Date	The DISTRICT must have completed any conversion, modification, or transfer of the Billing Database for use by MGHC on a stand-alone basis.	TA ¶4.13(b)
Upon the Transfer Date	(1) MCH resigns as the sole member of MGHC; (2) the DISTRICT becomes the sole member of and assumes formal control over MGHC; (3) subject only to exceptions set forth in the SA, TA, and the Release Agreement, the DISTRICT releases the SUTTER PARTIES from (a) all claims and obligations under the Lease, (b) all retained contracts, and (c) all other claims and obligations related to the Business and Facilities; (4) the DISTRICT must provide evidence that the Replacement Coverage and Tail Coverage will be effective as of TT; (5) the DISTRICT must execute the promissory note and MGHC must execute the Interim Funding Security Agreement, both in favor of MCH; (6) SUTTER must release MGHC from any security interest under the Sutter Master Trust Indenture in accordance with TA ¶4.5; (7) the Parties must enter into a License Agreement for Policy and Procedure Manuals as described in TA ¶2.6.	TA ¶¶2.2 and 2.6(b), TA Exh. 2.6, and the Release Agreement
Upon the Transfer Date	The DISTRICT must pay for all costs of recording and filing conveyancing and recorded documents, and for obtaining new Permits and modifying or transferring existing Permits, as may be required.	TA ¶2.12
Upon the Transfer Date	The DISTRICT must replace all accounting systems used in or for the Business that are purchased through or provided by the SUTTER PARTIES.	TA ¶4.11(c)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

Upon the Transfer Date	Systemwide Managed Care Agreements shall terminate with respect to MGHC.	TA ¶4.7(b)
As of the Transfer Date	MGHC must modify or cease using all business forms, letterhead, notices, posters, brochures, and other marketing and identification materials that contain the Sutter Identifiers.	TA ¶¶4.16(b) and (c)
Upon the Transfer Date	The DISTRICT has the responsibility to assure appropriate and necessary replacement of Inventory, including clinical supplies or pharmaceuticals, stored at the Facilities.	TA ¶4.23(c)
Upon the Transfer Date	DISTRICT must pay SUTTER the premium cost for tail coverage.	TA Ex 4.19(b).I.B
Upon the Transfer Date	The DISTRICT and MGHC must furnish proof of coverage through commercial insurance of all post-transfer Category I claims.	TA Ex 4.19(b).I.C
Upon the Transfer Date	The DISTRICT and MGHC must furnish proof of coverage through commercial insurance of all pre and post-transfer Category II claims.	TA Ex 4.19(b).II.B
By no later than the Transfer Time	The DISTRICT must replace Lawson, a SUTTER proprietary software system that provides payroll services.	TA Ex 4.9(c) ¶4.2
At the Transfer Time	The SUTTER PARTIES may terminate Sutter Provided IS contracts, licenses and applications, and the DISTRICT must replace same.	TA ¶4.13(b)
At the Transfer Time	Sutter Insurance Contracts and any insurance purchased or provided by or through the SUTTER PARTIES covering MGHC, the Business or the MGHC board of directors, shall be terminated.	TA ¶4.14(a)
At the Transfer Time	MGHC shall manually clock out and clock back in each MGHC employee actively at work .	TA Ex 4.9(c) ¶2.2
After the Transfer Date	The DISTRICT has sole responsibility for (1) obtaining Replacement Systems to provide payroll and related services for MGHC employees, and (2) tailoring the Replacement Systems to be consistent with applicable deductions, accruals or benefits.	TA Ex 4.9(c) ¶5.1
After the Transfer Date	MGHC and the DISTRICT shall not hold themselves out to any third party as being part of or associated with the System.	TA ¶4.16(d)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

After the Transfer Date	MGHC and the DISTRICT solely responsible for collections of any MGHC accounts receivable that arise from services MGHC provided after the Transfer Date.	TA ¶¶3.3(c) and 4.12(c)
After the Transfer Date	MGHC and DISTRICT solely responsible for arrangement of any Managed Care Agreements for the operation of the Business and to administer MGHC Managed Care Agreements.	TA ¶4.7(c)
For 45 days after the Transfer Date (the Collection Period)	SUTTER is solely entitled to control and oversee, as MGHC's agent, at SUTTER's own cost and expense, the collection of the Accounts Receivable (accounts receivable for the period prior to the TD), and must ensure such collections are deposited to an MGHC bank account designated by MGHC or the DISTRICT.	TA ¶3.3(a)
During the Collection Period	SUTTER must track and record all Accounts Receivable collections and remissions as provided in TA ¶3.3(a).	TA ¶3.3(b)
During the Collection Period and for 180 days after the end of the Collection Period, upon 15 days prior written notice to SUTTER	The DISTRICT's Collection Agent has the right to review copies of the Sutter's Systemwide Managed Care Agreements.	TA ¶3.3(d)
After the end of the Collection Period	MGHC and the DISTRICT are solely responsible for collections of Accounts Receivable.	TA ¶¶3.3(c) and 4.12(c)
For the first 180 days after the end of the Collection Period (subject to extension by the DISTRICT)	The DISTRICT's Collection Agent, as SUTTER's and MGHC's agent, shall collect the Accounts Receivable attributable to the Systemwide Managed Care Agreements.	TA ¶3.3(d)
No later than 30 days after the end of the Collection Period	SUTTER must provide to MGHC and the DISTRICT a full accounting of SUTTER's collections and remissions on MGHC's behalf during the Collection Period. If the total of SUTTER's Accounts Receivable collections are less than \$20 million, SUTTER must pay the difference to MGHC.	TA ¶3.3(b)
No later than 10 days after the Transfer Date	SUTTER and the DISTRICT must prepare a Cash Schedule to determine the amount of Adjusted Cash.	TA ¶3.1(a)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

If Adjusted Cash is greater than \$5 million, no later than five (5) days after finalizing Cash Schedule	SUTTER or MCH must pay to MGHC the amount of Adjusted Cash in excess of \$5 million, by wire transfer.	TA ¶3.1(b)
No later than 14 days after the Transfer Date	SUTTER must pay to the DISTRICT by wire transfer to a bank account designated by the DISTRICT, the Payroll Liability, with a calculation of how the amount was derived.	TA Ex 4.9(c) ¶3.3
No later than 45 days after the Transfer Date	MGHC and the DISTRICT shall cease to use, distribute or display any Sutter Identifiers on any Facility signage or any business forms, letterhead, or marketing or educational materials.	TA ¶4.16(d)
No later than 75 days after the Transfer Date	Deadline for SUTTER and the DISTRICT to agree to the adjustments described in TA ¶3. The parties must submit any dispute regarding the adjustments to their respective CPAs for joint resolution.	TA ¶3.4
135 days after the Transfer Date	If any dispute over the adjustments set forth in TA ¶3 are not resolved between the parties' CPAs, the parties shall submit the dispute to on one of the "big four" accounting firms to be selected by the Parties' respective CPAs.	TA ¶3.4
180 days after the Transfer Date	Deadline for the DISTRICT to file any claim arising out of TA ¶2.9(e) regarding hospital Operating Standards.	TA ¶12.15(f)
During the 180 days after the Transfer Date	SUTTER PARTIES prohibited from hiring any former MGHC manager or Employee covered by the resignation notice policies in TA ¶4.8(c) who have not complied therewith.	TA ¶4.8(c)(i)
For 12 months after the Transfer Date	SUTTER must remit to MGHC, on a monthly basis, any payments erroneously made to SUTTER for accounts receivable that arise from services MGHC provided after the Transfer Date.	TA ¶3.3(c)
Anytime more than 12 months after the Transfer Date	SUTTER must remit to MGHC, as soon as practicable, any payments erroneously made to SUTTER for accounts receivable that arise from services MGHC provided after the Transfer Date.	TA ¶3.3(c)
2 years after the Transfer Date	SUTTER PARTIES' indemnification obligations expire. [Note: See TA ¶10.4 for procedures, deadlines and timeframes for indemnity claims.]	TA ¶10.3(b)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

For 5 years after the Transfer Date	MGHC and the DISTRICT must retain all MGHC Business Records and corporate records. Subject to certain conditions and restrictions, MGHC must provide SUTTER with reasonable access to such records.	TA ¶9.2
For the longer of (a) 5 years after the Transfer Date, or (b) the applicable statute of limitations period for Patient Records	MGHC and the DISTRICT must retain all MGHC Patient Records. Subject to certain conditions and restrictions, MGHC must provide SUTTER with reasonable access to such records.	TA ¶9.2

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

SECTION 3 – OBLIGATIONS/RIGHTS THAT HAVE FLOATING DUE DATES THAT ARE NOT NECESSARILY TIED TO/MEASURED FROM THE TRANSFER DATE

NOTE: THE FOLLOWING SECTIONS OF THE OUTLINE CONTAIN THE TIMELINE FOR THE DISTRICT’S RIGHT TO CONSTRUCT A PARKING GARAGE ON THE LEASED PREMISES PRIOR TO THE TRANSFER DATE.

Anytime after the Effective Date	Upon the DISTRICT’s written request, MGHC must provide the DISTRICT with access to Hospital operating data necessary for the DISTRICT to conduct a proper planning analysis for the Parking Facility (as defined in SA §7(a)). The DISTRICT must keep all such information confidential pursuant to the CA.	SA §7(a)
Anytime after the Effective Date	Upon the DISTRICT’s written request to MGHC/SUTTER PARTIES, the Parties shall meet and confer to agree on a description of the Construction Site (the land on which the DISTRICT may construct the Parking Facility) and the scope of the Construction Access License.	SA §7(a)
Anytime dafter the parties determine the Construction Site and License	The DISTRICT may give MGHC the Construction Notice - written notice of a date certain for the DISTRICT to commence construction of the Parking Facility. The Commencement Date must be at least 210 days after the date of the Construction Notice	SA §7(b)
After Construction Notice and at least 30 days before the Commencement Date	MGHC must: (1) divest itself of any legal interest in the Construction Site by executing a lease amendment, quitclaim deed, or similar document, (2) remove all personal property, garbage and debris from the Construction Site, and (3) surrender control of the Construction Site to the DISTRICT.	SA §7(b)
Before MGHC’s surrender of the Construction Site	MGHC and DISTRICT must enter into a reciprocal license agreement to: (1) grant the DISTRICT the Construction Access License for construction of the Parking Facility, and (2) grant MGHC a license over the Construction Site as is necessary for MGHC’s continuing operation of the Hospital.	SA §7(b)
After MGHC’s surrender of Construction Site	DISTRICT is fully responsible for the Construction Site and must use its best efforts to minimize disruption with MGHC’s use of the Leased Premises.	SA §7(c)
210 days after the Construction Notice	Earliest possible Commencement Date for the DISTRICT’s construction of a new parking facility.	SA §7(b)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

NOTE: THE FOLLOWING SECTION OF THE OUTLINE CONTAIN THE TIMELINE FOR THE CHANGE OF CONTROL FOR THE MARIN GENERAL HOSPITAL FOUNDATION

Beginning at least 6 months before Foundation Control Transfer Date	MGHF must initiate a policy to encourage its employees who intend to choose NCH as their post-Foundation Control Transfer Date employer, to give up to 3 months notice to MGHF so that MGHF can report this information to the DISTRICT (if the MGHF employee consents to such disclosure).	SA §8(a)
At least 90 days before the Foundation Control Transfer Date, and no later than 1 year and 3 months before the Transfer Date	Deadline for SUTTER PARTIES' to give the DISTRICT written notice of the Foundation Control Transfer Date.	
At least 60 days before the Foundation Control Transfer Date	MCH must provide the DISTRICT with an analysis of MCHF's existing funds and the proposed allocation of funds between the MGHC Designated Funds and the NCH Designated Funds.	SA §8(b)
30 days after the DISTRICT receives MCH's analysis/ proposed allocation of existing MCHF funds	Deadline for the DISTRICT to approve or object to the proposed allocation and analysis in writing. The Parties shall meet and confer to resolve the DISTRICT's objections. Any unresolved objections shall be resolved in accordance to TA ¶3.4.	SA §8(b)
At least 10 days before the Foundation Control Transfer Date	MCH must allocate all existing MGHF funds between the MGHC Designated Funds and the NCH Designated Funds, and MCH shall cause MGHF to transfer all of the NCH Designated Funds to a qualified entity identified by SUTTER.	SA §8(a)
Before the Foundation Control Transfer Date	MCH must change the name of Marin Community Health Foundation ("MCHF") to Marin General Hospital Foundation ("MGHF")	SA §8
On or before the Foundation Control Transfer Date	The SUTTER PARTIES must cause MGHF to relocate to other premises to be provided by the DISTRICT.	SA §8(a)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

90 days after SUTTER PARTIES' written notice to the DISTRICT, but no later than 1 year before TD	The Foundation Control Transfer Date	SA §8
Upon the Foundation Control Transfer Date	MCH must (1) resign as the sole member of MGHF, and (2) transfer out of MGHF all fundraising activities related to (NCH) and other SUTTER-related activity. The DISTRICT will become the sole member and assume control of MGHF. SUTTER PARTIES guaranty that the total amount of unrestricted MGHC Designated Funds remaining in MGHF after the transfer of the NCH Designated Funds shall be at least \$5 million.	SA §8(a)

NOTE: THE FOLLOWING SECTION OF THE OUTLINE CONTAINS THE TIMELINE FOR THE DISTRICT'S OBLIGATION TO REPAY ONE-HALF OF THE TRANSFER FUNDS PAID TO THE DISTRICT.

On the Trigger Date (the earlier to occur of (a) the Transfer Date, or (b) the date the SA is terminated prior to the Transfer Date)	The DISTRICT must execute an interest bearing promissory note in favor of MCH for repayment of 50% of all transfer funding payments SUTTER PARTIES made to the DISTRICT prior to the Trigger Date under SA §4, plus interest.	SA §4, TA ¶4.4, IFA §3
On the 60th day after the Trigger Date	The DISTRICT must pay to MCH the 1st Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 1st Repayment Installment	The DISTRICT must pay to MCH the 2nd Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 2nd Repayment Installment	The DISTRICT must pay to MCH the 3rd Repayment Installment under the IFA.	IFA ¶3

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

3 months after the due date for the 3rd Repayment Installment	The DISTRICT must pay to MCH the 4th Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 4th Repayment Installment	The DISTRICT must pay to MCH the 5th Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 5th Repayment Installment	The DISTRICT must pay to MCH the 6th Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 6th Repayment Installment	The DISTRICT must pay to MCH the 7th Repayment Installment under the IFA.	IFA ¶3
3 months after the due date for the 7th Repayment Installment	The DISTRICT must pay to MCH the 8th Repayment Installment under the IFA.	IFA ¶3

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

SECTION 4 – RIGHTS/OBLIGATIONS THAT CONTINUE THROUGHOUT THE ENTIRE TERM OF THE AGREEMENTS

During the Transition Period	MGHC has no right to make use of any new credit as a member of the Sutter Obligated Group.	SA §11
During the Transition Period	Except as set forth in SA §3 and limited by SA §5, the DISTRICT has full responsibility and financial liability for compliance with the Hospital Seismic Upgrade Act with respect to the Leased Premises (the Hospital), including responsibility for obtaining timely State OSHPD approval for a Compliance Plan finalizing the extension of the SB 1953 compliance deadline from 1/1/08 to 1/1/13.	SA §3
During the Transition Period	MGHC must forward to the DISTRICT all communications received from OSHPD that relate to compliance with Hospital Seismic Upgrade Act at the Hospital premises.	SA §3
During the Transition Period	For any lease, loan, or other financing arrangement for any Capital Expenditures in excess of those required under SA §5(a), where the term thereof will extend for over two (2) years after the TD and the amount thereof that the DISTRICT will have to assume is greater than \$250,000, MGHC and the SUTTER PARTIES must provide the DISTRICT with the proposed terms and documents therefore.	SA §5(b)
Ten (10) business days after the DISTRICT receives the proposed terms and documents for any financing described in SA §5(b)	Deadline for the DISTRICT to either approve or object to in writing the proposed financing arrangement. [Note: The parties must confer in good faith to resolve any objection by the DISTRICT and, if that does not resolve the issue(s), then refer the dispute to the dispute resolution process under TA ¶12.15.]	SA §5(b)
During the Transition Period	The DISTRICT is prohibited from performing any construction on the existing structures at the Leased Premises, including retrofitting or construction of seismic upgrades.	SA §7(d)
During the Transition Period	No party may interfere directly or indirectly with the future plans of any other party for the delivery of healthcare services in Marin County or elsewhere.	SA §10

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

During the Transition Period, upon any default or breach of the Lease by MGHC	The DISTRICT, as a condition of its right to pursue any remedy for such breach or default, must give MGHC written notice of the alleged breach or default.	SA §15(b)
20 days after the DISTRICT's notice to MGHC of a default or breach of the Lease	Deadline for MGHC to cure any alleged breach or default under the Lease. [NOTE: This deadline may be extended as set forth in SA §15(c).]	SA §15(c)
During the Transition Period	The parties intend MGHC must be operated as a going business as provided in TA ¶2.9. MGHC management shall not purposefully fail to comply with the Operating Standard (as defined in TA ¶2.9(e)).	TA ¶¶2.9, 2.9(e)
During the Transition Period	MGHC and SUTTER have the general obligation to provide the DISTRICT with access to information and records regarding MGHC as set forth in the TA in order to allow the DISTRICT to prepare for the Change of Control.	TA ¶4.2(a)
During the Transition Period	Unless approved by MGHC or permitted under the TA, the DISTRICT shall not conduct direct discussions or negotiations with MGHC vendors regarding specific MGHC arrangements or contracts with those vendors. [Note: Inquiries re general pricing and availability are allowed.]	TA ¶4.2(g)
During the Transition Period	MGHC must maintain and make available to Hospital patients the licensed general acute care inpatient, ancillary and outpatient services listed on Exhibit 4.3.	TA ¶4.3
During the Transition Period	MGHC must notify the DISTRICT of any event that will, or is likely to, result in a material Service Variation (as defined in TA ¶4.3(b)).	TA ¶¶4.3(a) and (b)
During the Transition Period	MGHC may not borrow or incur, and SUTTER may not permit any issuance of on MGHC's behalf, any new Sutter Obligated Group debt.	TA ¶4.5
During the Transition Period	Except as allowed under the TA, no party shall interfere directly or indirectly with the future plans or preparations of any other party for the provision of healthcare services.	TA ¶4.6

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

During the Transition Period	MGHC and SUTTER shall not take any action or position with respect to or make any statement about the DISTRICT’s efforts to issue and sell bonds or propose and implement any other financing or funding mechanism for the Hospital.	TA ¶4.6
During the Transition Period	MGHC must maintain Local Management Care Agreements to the extent commercially feasible, with the intent that they remain in place at the Transfer Date and thereafter.	TA ¶4.7(b)
During the Transition Period	MGHC obligated to provide the DISTRICT with the Collective Bargaining Detail (as defined in TA ¶4.8(d)(i)). This information is subject to the CA.	TA ¶4.8(d)(i)
During the Transition Period	The DISTRICT may not contact any Labor Organization regarding matters relating to the Collective Bargaining Agreements or the terms and conditions of MGHC employees represented by such Labor Organizations.	TA ¶4.8(d)(ii)
During the Transition Period	The DISTRICT has certain rights regarding participation in negotiations regarding and approval of DISTRICT Impact Collective Bargaining Agreements, as set forth in TA ¶¶ 4.8(d)(iii), (iv), and (v).	TA ¶¶ 4.8(d)(iii), (iv), and (v)
During the Transition Period	The DISTRICT may contact Union Parties who represent employees covered by Collective Bargaining Agreements that are due to expire within 6 months after the Transfer Date. Otherwise, the general prohibition on the DISTRICT contacting Labor Organizations remains in place.	TA ¶4.8(d)(ii)
Anytime during the Transition Period, within 7 days after MGHC learns thereof	MGHC must notify the DISTRICT in writing that MGHC has learned that any physician or physicians’ group may terminate its contract with MGHC and such contract termination is, or is planned to be, effective either prior to or within 60 days after Transfer Date.	TA ¶4.10
During the Transition Period	The DISTRICT must create an overall plan for transition of the information systems so that the Business, as of the Transfer Date, will be capable of operating independently of SUTTER IT hardware, software, licenses, related IS contracts, and data.	TA ¶4.13(d)(iii)
During the Transition Period	SUTTER and MGHC must assist the DISTRICT in preparing an IS transition plan by (1) reviewing and commenting on the IS transition plan prepared for the DISTRICT, and (2) providing the DISTRICT with reasonably requested information and access to the Facilities.	TA ¶4.13(d)(iv)

TIMELINE/SUMMARY OF PERFORMANCE OBLIGATIONS UNDER SETTLEMENT AGREEMENT AND TRANSFER AGREEMENT by and among Marin General Hospital, Marin Community Health, Marin Healthcare District and Sutter Health

During the Transition Period	MGHC must use Commercially Reasonable Efforts to negotiate contracts that include a 90-180 day “no-cause, no penalty” termination provision.	TA ¶4.15(b)
During the Transition Period, upon the DISTRICT’s 30 days prior written request	MGHC and SUTTER must provide the DISTRICT with reasonable access to MGHC Business Records, utilization data, and financial information as is reasonably necessary for the DISTRICT to prepare for transition and obtain financing. MGHC shall review and comment on the assumptions underlying the DISTRICT’s business and financing plans.	TA ¶4.17(b)
During the Transition Period, upon the DISTRICT’s 30 days prior written request	SUTTER must provide the DISTRICT summaries of claim activity for MGHC, by numbers and types of claims, and limited actuarial or reserve information, to aid the DISTRICT in shopping for pricing post-transfer insurance coverage. [Note: The DISTRICT can only request this information from SUTTER four (4) times before the Transfer Date.]	TA ¶4.19(a)
During the Transition Period	MGHC management must use Commercially Reasonable Efforts to operate the Facilities in material compliance with applicable Environmental Laws.	TA ¶4.22(a)
During the Transition Period	MGHC must provide the DISTRICT with copies of all correspondence and other documents regarding the Facilities that MGHC receives from or sends to OSHPD.	TA ¶4.22(g)
During the Transition Period, upon 45 days prior notice from the DISTRICT to MGHC	The DISTRICT’s architects and consultants may inspect the Facilities. [Note: The DISTRICT can only request an inspection from MGHC four (4) times before the TD.]	TA ¶4.22(g)