

**AFFILIATION AGREEMENT BETWEEN
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND
FRIENDS OF CHILDREN'S HOSPITAL**

This Agreement is made and entered into effective this 1st day of February, 2026 (the Effective Date) by and between the University of Mississippi Medical Center, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (UMMC), and Friends of Children's Hospital, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (Friends). This Agreement is designed to govern the relationship between UMMC and Friends by setting forth the terms and conditions under which UMMC will provide certain support and services for Friends and Friends will provide certain support and services for and on behalf of UMMC.

PREAMBLE

WHEREAS, Friends has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated September 4, 1990;

WHEREAS, UMMC has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the Board or IHL) Policy 301.0806 (the Policy);

WHEREAS, Friends has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to maintain an association of persons interested in Children's of Mississippi, including, but not limited to, the Blair E. Batson Hospital for Children at the University of Mississippi Medical Center (hereinafter called COM); and all of its pediatric programs; to focus public attention on COM; to render volunteer service to COM, its patients and parents; to encourage gifts, endowments and bequests to COM through fundraising activities; to foster, create and promote statewide participation; and support other community organizations working for the betterment of COM or any part thereof;

WHEREAS, UMMC and Friends have active fund-raising and development programs and Friends wishes to assist in the identification of donors and solicitation of donations which UMMC believes Friends can provide;

WHEREAS, UMMC and Friends anticipate that Friends will support UMMC in carrying out its mission; and

WHEREAS, UMMC and Friends desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, UMMC and Friends do hereby agree as follows:

ARTICLE 1. LEASE OF FACILITIES

1.1 During the term of this Agreement, if Friends shall need office space or the use of any other dedicated space, the parties shall negotiate and enter into a separate agreement therefor at the prevailing rate for comparable space.

ARTICLE 2. UMMC PERSONNEL AND SERVICES

2.1 Friends may utilize, with the approval of the Chief Financial Officer of UMMC, whose approval shall not be unreasonably withheld, such UMMC administrative, professional and other employees from time to time as are needed to carry out the purposes of Friends which are for the benefit of COM.

2.2 Friends and UMMC agree that the portion of the cost incurred by utilizing UMMC employees for Friends' operational activities shall be reimbursed annually by Friends to UMMC. The reimbursement shall be based on the percentage of time UMMC employees devote to Friends' operations multiplied by the employee(s) annual compensation including benefit costs.

2.3 Friends shall reimburse UMMC for expenses UMMC incurs as a result of Friends' operations, if those expenses would not otherwise have been incurred by UMMC, specifically including mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to UMMC departments for such services.

2.4 UMMC shall provide support services to Friends of the type provided to UMMC departments on a cost reimbursement basis including, but not limited to, utilities, fiber optic Internet cable connection, custodial services, printing and publication services and, to the extent permitted by law, use of UMMC mail system and protection by UMMC Police Department.

2.5 UMMC shall provide Friends' employees staff identification cards, parking privileges, and access to UMMC's library at the same rates and under the same terms as those services and facilities are made available to UMMC's administrators and other employees.

2.6 The UMMC Vice Chancellor for Health Affairs and Dean of the School of Medicine ("Vice Chancellor") or his/her designee shall serve *ex officio* as a non-voting member of Friends' Board of Directors. Other UMMC employees may serve as non-voting *ex officio* members of the Board of Directors. No other UMMC employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of Friends' Board of Directors unless approved by both the Vice Chancellor and Chairman of Friends' Board of Directors. Although non-voting members, *ex officio* members of the Board of Directors shall be entitled to hear the full range of discussion at meetings, including but not limited to discussions held in executive session, other than (a) discussions related to this Agreement or (b) matters brought before the Board of Directors pursuant to Friends' Conflict of Interest Policy.

2.7 The Vice Chancellor or COM Administrator shall submit requests to Friends from time to time for support of items or activities at COM or other children's programs. Friends shall, consistent with the goals and priorities established by UMMC and conveyed to Friends, consider UMMC's request into its operating budget and may allocate funds and unrestricted gifts accordingly to the extent funds are available. Friends, in concert with donor intent or directives, if any, agrees to consider and communicate to UMMC Friends' ability and plans to fund COM's needs and priorities, as such needs and priorities are determined by the Vice Chancellor. The Vice Chancellor and/or UMMC's Chair of Pediatrics and/or COM Administrator, shall routinely update key Friends' personnel on UMMC initiatives involving private support to ensure that Friends and UMMC personnel are informed of fund-raising needs and objectives.

2.8 UMMC's name and registered marks and logos (Marks) have great economic and public relations value to UMMC, its faculty, staff, alumni and students. UMMC owns, among other tangible assets, the names "Children's of Mississippi" and "Blair E. Batson Hospital for Children". Friends shall not assign or delegate the authority to use UMMC's Marks to any person or entity without the prior written approval of the Vice Chancellor and UMMC's Executive Director of Communications and Marketing. To assist Friends in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for UMMC, UMMC grants Friends the following rights:

- (a) A non-exclusive, non-transferable license to use UMMC Marks consistent with UMMC policy, including but not limited to a license to use Marks developed by UMMC for use by Friends.
- (b) The designation of Friends as a UMMC affiliated entity.
- (c) Such other rights, privileges or benefits as the Vice Chancellor, in his/her sole discretion, may determine will assist Friends in discharging its obligations under this Agreement.
- (d) UMMC must first approve the use of any UMMC Mark(s) prior to its/their use by Friends.
- (e) Notwithstanding any terms concerning termination in Article 7 or any other article of this Agreement, UMMC may at any time, in its sole discretion and for any reason or no reason, revoke such license and friends shall immediately cease any and all use of UMMC Mark(s); provided, that this Section 2.8(c) shall not be applicable to any Mark(s) that is/are subject to a separate, written license agreement between UMMC and Friends.
- (f) In the event that Friends generates mark(s) on its own and uses such mark(s), the parties agree that UMMC shall not be responsible or liable in any way for any violations or infringement of intellectual property or trademark rights of third parties due to generation or use of such mark(s) by Friends.

2.9 UMMC shall ensure that gift funds distributed by Friends are used in a timely manner in compliance with donor intent. UMMC will provide Friends staff and auditors reasonable access to records and accounts needed to monitor and verify use of gift funds.

ARTICLE 3. FRIENDS' OBLIGATIONS

3.1 Friends' primary purpose is to provide support to COM in accordance with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, maintaining an association of persons interested in COM; and all of its pediatric programs; to focus public attention on COM; to render volunteer service to COM, its patients and parents; to encourage gifts, endowments and bequests to COM through fundraising activities; to foster, create and promote statewide participation; and support other community organizations working for the betterment of COM or any part thereof.

3.2 Friends, acting through its Board of Directors and staff, shall coordinate with UMMC's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations. However, no inference shall be taken from the foregoing sentence that Friends shall be controlled or subject to control by UMMC.

3.3 Friends, acting through its Board of Directors and staff, shall solicit funds and shall contribute funds and income from donations for the support of COM patients, their families, COM faculty and staff, and other community organizations working for the benefit of COM, and other children's programs including, but not limited to, support for the purchase of COM equipment and supplies; for the construction, renovation and improvement of COM's physical facilities; for staff salaries; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities - all as Friends, in the sole discretion of its board, shall deem appropriate for Friends' support. When soliciting funds on behalf of COM, Friends agrees to accept only those gifts that are consistent with Friends' and COM's missions, goals and objectives, and shall manage all funds in a fiscally sound and prudent manner.

3.4 Friends shall abide by a gift acceptance policy jointly endorsed by UMMC and Friends, which describes the method by which Friends will keep UMMC informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. Friends shall use all reasonable efforts to ensure that at least 70% of total funds raised are dedicated to its mission delivery and shall strive to keep overhead and administrative costs low to ensure the highest percentage of funds raised contribute directly to its mission and the support of COM. In the event that Friends fails to achieve this goal as set forth in the previous sentence in two consecutive fiscal years (a "Deficiency"), Friends will provide UMMC a written report of the Deficiency, the reasons therefor, and a plan to assure that the goal or goals that are the subject of the Deficiency are met in the current fiscal year. This report will be a part of the first report contemplated by section 3.15 of this Agreement following the fiscal year end at which the Deficiency occurred and will be a discussion item at the first quarterly meeting contemplated by section 3.15 following such fiscal year end. The terms and conditions under which any portion of

Friends' assets, or the income related thereto, may be used for the operations or other expenses of Friends shall be disclosed annually to the Vice Chancellor, in writing, at the same time as disclosure to UMMC of Friends' annual audited financial statements.

3.5 Friends in coordination and communication with the UMMC Office of Development shall receive, acknowledge and express appreciation for all contributions of donors made on behalf of Friends, and shall keep accurate and current records of all such contributions. Assets of Friends shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. UMMC and IHL shall have rights of inspection of Friends records, pursuant to Section 3.11 below.

3.6 Friends may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed one year.

3.7 Friends shall maintain its separate financial and accounting records, including thorough documentation of donor intent, in accordance with generally accepted accounting principles applicable for its industry. Friends must cause to be prepared annual financial statements of the condition of Friends, which shall include such detail as IHL may from time to time require. Friends must also engage a Certified Public Accounting (CPA) firm to perform annual audits of Friends' annual financial statements, and Friends shall submit the audited financial statements, along with a list of its officers, directors or trustees, to the Vice Chancellor, to the Chancellor of the University of Mississippi ("Chancellor"), and to IHL within three months following the completion of Friends' fiscal year. The CPA firm to be utilized by Friends must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the Vice Chancellor or his/her designee.

3.8 Friends shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time, and UMMC conflict of interest policies, and which addresses transactions with UMMC or Friends staff.

3.9 Either party shall immediately deposit into the appropriate UMMC or Friends account any funds which are sent to that party but which are clearly intended to be funds designated for the other party's account. Gifts made to UMMC for the benefit of UMMC shall not be managed by Friends.

3.10 Friends shall perform any and all other acts and activities on behalf of UMMC, as Friends deems appropriate, in carrying out the purposes and mission of Friends, so long as consistent with the governing documents of Friends and the mission of UMMC.

3.11 Friends shall, to the best of its knowledge, promptly notify the Chancellor, the Vice Chancellor and the IHL, in writing, if any of the following events (Reportable Events) occur:

1. Friends has materially breached any of its contractual obligations under the Agreement;

2. Friends has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. Friends has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations; There has been a failure by Friends or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of Friends;
4. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on Friends or upon its status as a tax-exempt organization; or
5. Friends has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full-time employee of Friends, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for Friends to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.12 If requested by UMMC, Friends shall provide any and all information and allow inspection of all records relating to the operation or management of Friends or any funds contributed to, received by, expended by or managed by Friends - other than documents or information from which the identity of the donors can be derived. Information that contains information that reveals the identity of donors shall be produced, if requested by UMMC, in a form redacted to conceal the identity of donors. Such inspection, audit and review rights are also extended to the IHL and to persons selected by IHL, if IHL, acting upon its minutes, makes a finding that such inspection, audit and/or review is necessary to allow IHL to determine that Friends is appropriately complying with the Agreement and that funds intended to be used for the benefit of COM are appropriately maintained and expended. Upon IHL making such a finding, Friends will permit an audit, inspection or review of the financial and other records of Friends by persons selected by or approved by the IHL Board. Friends will allow those individuals selected by IHL to determine the appropriate scope of the investigation/review and the records to be examined. If IHL makes a finding that Friends must disclose information disclosing or containing the identities of donors to Friends due to IHL's concern that inappropriate activity may have occurred, Friends will produce that information promptly and without delay to IHL or those acting on its behalf. If IHL intends to consider any proposed finding that requires disclosure by Friends of information that reveals or discloses the identity of donors to Friends, Friends will be advised within ten business days of adoption of any finding by IHL that disclosure of such information is required. The decision as to whether Friends will be required to disclose information relating to the identity of its donors is wholly within the discretion of the Board of IHL. IHL will not unnecessarily disclose or disseminate any information relating to Friends, and in particular, any information related to or which reveals the identity of donors to Friends. However, final determination as to the appropriate extent of disclosure or the use of any such information is vested in the sole discretion of the IHL Board. Any decision to release any information that would identify any particular donor shall be made by or approved by the IHL Board. No individual IHL Board member or employee of IHL will release such information without authorization from the IHL Board as reflected on its minutes. Friends shall fully cooperate with all inquiries, inspections, audits, and reviews in a prompt manner.

3.13 Friends' Executive Director is a direct report to the Friends' Board of Directors. The Friends' Board of Directors shall be solely responsible for the hiring, assessment, compensation and termination decisions related to the Friends' Executive Director, and UMMC shall have no role in such process.

3.14 Friends' Executive Director shall meet monthly, or as otherwise scheduled by UMMC's Executive Director of Development and Alumni Engagement to update UMMC on Friends current projects and initiatives, said meetings to occur at a time and place mutually convenient to Friends' Executive Director and UMMC's Executive Director of Development and Alumni Engagement.

3.15 Friends' Board Chairperson shall meet quarterly, or as otherwise scheduled by UMMC, with UMMC's Vice Chancellor for Health Affairs or his/her designee, and provide a written report for review at said meeting which shall contain, at a minimum, the following: list of activities planned for the upcoming rolling 12-month period; unaudited financial statement for the then current fiscal year, through the end of the preceding month; the status of all pledges and timing of all pledge payments; funding plans and priorities; and, list of any major changes being considered.

ARTICLE 4. COMPLIANCE

4.1 Friends shall comply with any and all federal and state laws and regulations.

ARTICLE 5. INSURANCE

5. 1 Friends shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

5.2 Friends shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 Friends shall provide for the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

5.4 Friends shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

5.5 Friends shall maintain Worker's Compensation insurance, if required to do so by applicable law, or such other insurance coverage as may be required by applicable law.

ARTICLE 6. REPORTING

6.1 Friends shall, each year during this Agreement, submit to the Chancellor, the Vice Chancellor, UMMC's Chief Financial Officer, and to the IHL its annual audited financial

statements for the prior fiscal year as set forth in Section 3.6 of this Agreement. Such submission shall also include a list of Friends officers, directors or trustees. Friends shall submit an annual report providing a detailed list of any supplemental compensation which was provided to UMMC for the purpose of providing any additional compensation to administrators, faculty or other UMMC Employees, it being agreed that any such payments shall only be made through UMMC's payroll system and with Vice Chancellor approval. Understanding that no form of additional compensation may be underwritten for the Chancellor, the Vice Chancellor or for any IHL system office employee without IHL approval, Friends shall also provide documentation of approval from the IHL of any supplemental compensation provided to the Chancellor, the Vice Chancellor or provided to UMMC for purposes of supplementing the Chancellor's or the Vice Chancellor's salary. No form of additional compensation may be provided or paid by Friends, as to other UMMC employees, without the prior approval by the Vice Chancellor.

6.2 In order to facilitate transparency, Friends shall also maintain on its website, for public and UMMC inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing of the members of its Board of Directors, its conflict-of-interest policy and its investment policy.

6.3 Friends shall submit to the Chancellor, the Vice Chancellor, and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that Friends has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Chancellor, to the Vice Chancellor and the IHL, as required above in Section 3.10. Friends shall re-affirm that, in the event they become aware of any such Reportable Events, Friends will immediately notify, in writing, the Chancellor and the Vice Chancellor.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall expire on January 31, 2031, if not renewed by mutual consent of the parties before that date.

7.2 UMMC may terminate this Agreement without cause with thirty (30) days written notice to Friends and with the prior approval of the IHL, acting upon its minutes.

7.3 If Friends fails to materially comply with the provisions of this Agreement or applicable policies of UMMC or IHL, or commits any other substantial breach of this Agreement, UMMC may notify Friends in writing of the non-compliance and if not cured in ninety (90) days or any longer time specified in writing by UMMC, UMMC may terminate this Agreement with prior approval by IHL. Friends may not terminate this Agreement without the prior approval of the Vice Chancellor and the IHL.

7.4 Upon termination and non-renewal of this Agreement, (1) except as otherwise provided in any separate, written license agreement between UMMC and Friends related to any Mark(s), Friends shall immediately cease to use and shall not assign or delegate the authority to use UMMC's or COM's name or registered Marks or logos to any person or entity without the written approval of the Vice Chancellor, and UMMC shall immediately cease to use and shall not assign

or delegate any authority to use Friends' name, registered or unregistered marks, or logos to any person or entity without the written approval of Friends; (2) within sixty (60) days from the date of the termination or expiration of this Agreement, Friends shall remit all unrestricted gift funds not otherwise needed to meet outstanding contractual liabilities to UMMC for one or more public purposes exclusively for the use and benefit of COM or to another entity designated by the Vice Chancellor for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of COM; (3) within one hundred and twenty (120) days from the date of the termination or expiration of this Agreement, Friends shall remit all remaining unrestricted gift funds to UMMC for one or more public purposes exclusively for the use and benefit of COM or to another entity designated by the Vice Chancellor for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of COM; (4) Friends shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of COM or UMMC to UMMC or to such entity as designated in writing by the Vice Chancellor for the benefit of COM; (5) Friends shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the Vice Chancellor or to terminate those contracts for which UMMC elects not to accept assignment; and (6) Friends shall work in concert with UMMC to provide UMMC or its designee with records, accounts, or other materials of Friends requested by the Vice Chancellor or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of confidential and trade secret information. Nothing in this Agreement shall imply that Friends is required to dissolve and/or windup its affairs upon termination of this Agreement.

7.5 Friends agrees to immediately cease using UMMC's name, the name "Blair E. Batson Hospital for Children", and all other UMMC owned names and Marks in the event that this Agreement is terminated, or if Friends dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code.

7.6 Friends agrees that its governing documents, including but not limited to, articles of incorporation, bylaws, or articles of organization, shall provide that, upon dissolution of Friends, all of its assets be transferred to UMMC for one or more public purposes exclusively for the use and benefit of UMMC or another entity identified by the Vice Chancellor and approved by the IHL or identified by the IHL for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of UMMC.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that Friends is not the agent or employee of UMMC and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither UMMC nor Friends shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The parties agree that Friends is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

8.5 UMMC and Friends agree that Friends' donor and giving records, trade secrets associated with donors or entity functions, and any other financial or commercial information possessed by Friends or provided by Friends to UMMC concerning individuals or corporations that provide Friends financial support are confidential and proprietary. Except as otherwise provided in Section 3.11 above, unless required to disclose such information by applicable law, UMMC and Friends agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to Friends.

8.6 In the performance of this Agreement, Friends shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. Friends agrees to comply with all non-discriminatory laws and policies that UMMC promulgates and to which UMMC is subject.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. Any such change or modification to this Agreement must be approved by the IHL Board prior to execution.

8.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.11 Friends' obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

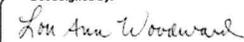
To UMMC:
UMMC Office of General Counsel
2500 North State Street
Jackson, MS 39216-4505

To Friends:
Friends of Children's Hospital
200 Park Circle Drive, Suite 2A
Flowood, MS 39232

or to such other addressee as may be hereafter designated by written notice.

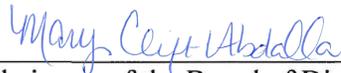
IN WITNESS WHEREOF, UMMC and Friends, respectively, execute this Agreement on this the 30th day of January, 2026.

UNIVERSITY OF MISSISSIPPI
MEDICAL CENTER

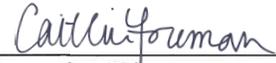
DocuSigned by:

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Vice Chancellor for Health Affairs

FRIENDS OF CHILDREN'S HOSPITAL



Chairman of the Board of Directors



Executive Director