

EXHIBIT A
Ancillary Facilities

To be completed post-signing.

WARRANTY DEED

BELL MEMORIAL HOSPITAL, a Michigan nonprofit corporation (Grantor)

whose address is 901 Lakeshore Drive, Ishpeming, Michigan 49849

Conveys and Warrants to

[_____], LLC, a Michigan limited liability company (Grantee)

whose address is _____

the following described premises situated in the City of Ishpeming, County of Marquette and State of Michigan, to wit:

See "**Exhibit A**" attached hereto

for full consideration of One Dollar (\$1.00) and other good and valuable consideration, Real Estate Transfer Valuation Affidavit completed and filed herewith,

subject to those matters set forth on "**Exhibit B**" attached hereto.

The Grantor further grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this ____ day of _____, 2013.

**BELL MEMORIAL HOSPITAL, a Michigan
nonprofit corporation**

By: _____

Name: _____

Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of ____ 2013, by _____ of Bell Memorial Hospital, a Michigan nonprofit corporation, on behalf of the corporation.

Notary Public

State of Michigan, County of _____

My Commission Expires _____

Acting in the County of _____

Instrument Drafted By:

Matthew T. Harris, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

When recorded return to:

Send subsequent tax bills to:

Recording Fee:

Transfer Tax:

EXHIBIT A
Legal Description

EXHIBIT B
Permitted Encumbrances

**FORM
OF
GENERAL BILL OF SALE AND ASSIGNMENT**

THIS GENERAL BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is entered into as of [____], 2013, and effective as of 12:01 a.m. Eastern Time on [____], 2013, by and among Acquisition Bell Hospital, LLC, a Delaware limited liability company ("Buyer"), Bell Memorial Hospital, a Michigan nonprofit corporation ("BMH"), and Bell Medical Center, a Michigan nonprofit corporation ("BMC" and, together with BMH, "Seller Group").

WITNESSETH:

WHEREAS, Buyer and Seller Group are parties to that certain Asset Purchase Agreement, dated as of [____], 2013 (the "Purchase Agreement"), pursuant to which Seller Group agreed to sell, transfer, convey and deliver to Buyer all of Seller Group's right, title and interest in and to the Assets owned or leased by Seller Group or its affiliates and Buyer agreed to assume the Assumed Liabilities of Seller Group.

NOW, THEREFORE, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. Seller Group does hereby irrevocably and unconditionally sell, assign, transfer, convey and deliver to Buyer, its successors and assigns forever, all of Seller Group's right, title and interest in and to the Assets (other than the Assumed Contracts), free and clear of any Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) to have and to hold the same and each and all thereof unto Buyer, its successors and assigns forever, to its and their own use and benefit forever.

3. Further Assurances. The parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, instruments or other documents as may reasonably be required to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and/or by the Purchase Agreement.

4. Power of Attorney. Seller Group hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, in the name of each member of Seller Group or otherwise, and on behalf and for the benefit of Buyer, to demand and receive from time to time any and all of the Assets; to institute and prosecute, from time to time, in the name of such member or otherwise, any and all actions, suits and proceedings which Buyer deems proper to assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the Assets; and to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Seller Group hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

5. **Remedies.** The parties' respective remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Purchase Agreement.

6. **Amendment and Modification; Waiver.** This Bill of Sale may be amended, modified and supplemented by written instrument authorized and executed by Seller Group and Buyer at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

7. **No Third-Party Beneficiaries.** This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof.

8. **Governing Law.**

(a) This Bill of Sale and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Bill of Sale.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Bill of Sale may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Bill of Sale is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.

10. **Severability.** In the event any provision of this Bill of Sale is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Bill of Sale, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Bill of Sale into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Bill of Sale.

12. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Bill of

Sale and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Bill of Sale as to the parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed by their authorized officers, all as of the date and year first above written.

BELL MEMORIAL HOSPITAL,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

BELL MEDICAL CENTER,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

ACQUISITION BELL HOSPITAL, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

**FORM
OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is entered into as of _____, 2013, and effective as of 12:01 a.m. Eastern Time on _____, 2013, by and among Acquisition Bell Hospital, LLC, a Delaware limited liability company ("Buyer"), Bell Memorial Hospital, a Michigan nonprofit corporation ("BMH"), and Bell Medical Center, a Michigan nonprofit corporation ("BMC" and, together with BMH, "Seller Group").

WITNESSETH:

WHEREAS, Buyer and Seller Group are parties to that certain Asset Purchase Agreement, dated as of [_____] , 2013 (the "Purchase Agreement"), pursuant to which Seller Group agreed to sell, transfer, convey and deliver to Buyer all of Seller Group's right, title and interest in and to the Assets owned or leased by Seller Group or its affiliates and Buyer agreed to assume the Assumed Liabilities of Seller Group; and

WHEREAS, in connection with the Purchase Agreement, (i) Seller Group desires to assign to Buyer all of its respective right, title and interest in, to and under, and (ii) Buyer desires to assume from Seller Group certain liabilities and certain other obligations constituting Assumed Liabilities under the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Assignment.** Seller Group hereby assigns, transfers and conveys to Buyer all of Seller Group's interest in and to the Assumed Contracts, as provided for and subject to the terms of the Purchase Agreement.

3. **Assumption of Obligations.** Buyer hereby accepts the assignment from Seller Group of the Assumed Contracts, and Buyer assumes and agrees to pay, perform and/or discharge in accordance with their terms the Assumed Liabilities. Other than as specifically set forth herein, Buyer assumes no debt, liability, or obligation of Seller Group other than the Assumed Liabilities.

4. **No Ratification, Extension or Renewal.** This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Assumed Contracts, Assumed Liabilities or other liability that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Purchase Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, powers of attorney, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Purchase Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Purchase Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by each member of Seller Group and Buyer at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Assignment Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Assignment Agreement is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.

11. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

12. **Divisions and Headings.** The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

13. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their authorized officers, all as of the date and year first above written.

BELL MEMORIAL HOSPITAL,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

BELL MEDICAL CENTER,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

ACQUISITION BELL HOSPITAL, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

**FORM OF
ASSIGNMENT AND ASSUMPTION OF LEASES
(ASSIGNOR AS LANDLORD)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment Agreement") is entered this ____ day of _____, 2013, to be effective as of 12:01 a.m. Eastern Time on [____], 2013 (the "Effective Date"), by and among Acquisition Bell Hospital, LLC, a Delaware limited liability company ("Assignee"), and Bell Memorial Hospital, a Michigan nonprofit corporation and Bell Medical Center, a Michigan nonprofit corporation (collectively, "Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of [____], 2013 (the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets of Assignor associated with or employed in the conduct of the Business, and will assume certain liabilities relating to the Business;

WHEREAS, Assignor is the landlord with respect to various leases for property located at the Facilities, as set forth in Exhibit A attached hereto and incorporated herewith (collectively, the "Leases"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under, and Assignee desires to assume from Assignor all of Assignor's right, title and interest in and under the Leases.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Leases.

3. **Assumption of Obligations.** Assignee hereby accepts the assignment from Assignor of the Leases, and Assignee assumes and agrees to pay, perform and/or discharge in accordance with their terms the Assumed Liabilities arising under or relating to the Leases. Other than as specifically set forth herein, Assignee assumes no debt, liability, or obligation of Assignor other than the Assumed Liabilities arising under or related to the Leases.

4. **No Ratification, Extension or Renewal.** This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Leases or any obligation thereunder that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Purchase Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Purchase Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Purchase Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignee and Assignor at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

12. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their authorized officers, all as of the date and year first above written.

ASSIGNOR:

BELL MEMORIAL HOSPITAL

By: _____
Name: _____
Title: _____

BELL MEDICAL CENTER

By: _____
Name: _____
Title: _____

ASSIGNEE:

ACQUISITION BELL HOSPITAL, LLC

By: _____
Name: _____
Title: _____

**FORM OF
ASSIGNMENT AND ASSUMPTION OF LEASES
(ASSIGNOR AS TENANT)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment Agreement") is entered this ____ day of _____, 2013, to be effective as of 12:01 a.m. Eastern Time on [____], 2013 (the "Effective Date"), by and among Acquisition Bell Hospital, LLC, a Delaware limited liability company ("Assignee"), Bell Memorial Hospital, a Michigan nonprofit corporation ("BMH"), and Bell Medical Center, a Michigan nonprofit corporation ("BMC" and, together with BMH, "Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of [____], 2013 (the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets of Assignor associated with or employed in the conduct of the Business, and will assume certain liabilities relating to the Business;

WHEREAS, Assignor is the tenant with respect to various leases for property located at the Facilities, as set forth in Exhibit A attached hereto and incorporated herewith (collectively, the "Leases"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under, and Assignee desires to assume from Assignor all of Assignor's right, title and interest in and under the Leases.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Leases.

3. **Assumption of Obligations.** Assignee hereby accepts the assignment from Assignor of the Leases, and Assignee assumes and agrees to pay, perform and/or discharge in accordance with their terms the Assumed Liabilities arising under or relating to the Leases. Other than as specifically set forth herein, Assignee assumes no debt, liability, or obligation of Assignor other than the Assumed Liabilities arising under or related to the Leases.

4. **No Ratification, Extension or Renewal.** This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Leases or any obligation thereunder that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Purchase Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Purchase Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Purchase Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignee and Assignor at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

12. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their authorized officers, all as of the date and year first above written.

ASSIGNOR:

BELL MEMORIAL HOSPITAL

By: _____
Name: _____
Title: _____

BELL MEDICAL CENTER

By: _____
Name: _____
Title: _____

ASSIGNEE:

ACQUISITION BELL HOSPITAL, LLC

By: _____
Name: _____
Title: _____

**FORM
OF
NON-COMPETE AGREEMENT**

THIS NON-COMPETE AGREEMENT (this "Agreement") is made as of _____, 2013, effective as of the Effective Time, by and among Bell Memorial Hospital, a Michigan nonprofit corporation ("BMH") and Bell Medical Center, a Michigan nonprofit corporation ("BMC" and, together with BMH, "Seller Group"), and Acquisition Bell Hospital, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, prior to the date hereof, Seller Group owned and operated Bell Hospital, a 25-bed acute care critical access facility located at 901 Lakeshore Drive, Ishpeming, Michigan 49849 (the "Hospital"), and a medical out-patient clinic facility located at 100 Malton Road, Negaunee, Michigan 49866 (the "Clinic") and the ancillary facilities set forth on Exhibit A (the "Ancillary Facilities" and, together with the Hospital and the Clinic, the "Facilities");

WHEREAS, Buyer and Seller Group are parties to that certain Asset Purchase Agreement, dated as of [_____] , 2013 (the "Purchase Agreement"), pursuant to which Seller Group agreed to sell, transfer, convey and deliver to Buyer all of Seller Group's right, title and interest in and to the Assets and Buyer agreed to assume the Assumed Liabilities of Seller Group;

WHEREAS, pursuant to the Purchase Agreement, Buyer is entitled to protect and preserve the going concern value of the Business;

WHEREAS, Buyer has a legitimate business interest and right in protecting the Assets as well as any similar assets that Buyer may develop or obtain following the date hereof; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, including that set forth in the Purchase Agreement, the receipt and adequacy all of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. Non-Competition. For a period commencing on the date hereof and ending five (5) years following the date hereof (the "Restricted Period"), Seller Group agrees that it shall not, whether directly or indirectly, alone or in association with others, in the capacity as a partner, stockholder, member or other equity owner, or through or in connection with any individual, partnership, corporation, trust, limited liability company or other entity, own, have any financial interest in, derive any fee from, lease, manage, finance, develop, or otherwise be engaged by or in connection with any business that offers services in competition with the Facilities, including but not limited to any hospital, surgery center, diagnostic imaging center, outpatient therapy center, clinic, ambulatory or other type of surgery center, nursing home, skilled nursing facility, home health agency, hospice, health insurance business or other current businesses of the Facilities (except for ownership of up to five percent (5%) of the publicly traded

shares of a healthcare company) that is located within any of the Michigan counties listed on Exhibit A (a "Competing Business").

3. Confidential Information.

(a) Seller Group hereby acknowledges that all Confidential Information will be the property of Buyer following the date hereof. For purposes of this Agreement, "Confidential Information" shall mean confidential information, knowledge and data that was sold by Seller Group as an Asset to the Buyer pursuant to the Purchase Agreement or that is disclosed by Buyer or its representatives to Seller Group that relates to the business, products and/or services of Buyer or its affiliates or the business, products and/or services of any vendor, supplier, patient, customer, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software, other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, trade secrets, and copyrightable works, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form; provided, however, that Confidential Information shall not include information (i) that is generally known to the public other than as a result of disclosure by Seller Group in breach of this Agreement or in breach of any similar covenant made by Seller Group to Buyer prior to entering into this Agreement, (ii) is acquired by Seller Group from a source other than Buyer who was not known by Seller Group to owe a duty of confidentiality to Buyer, or (iii) was in the possession of Seller Group prior to the disclosure thereof by Buyer or its representatives, but excluding confidential information that was sold by Seller Group as an Asset under the Purchase Agreement.

(b) Seller Group acknowledges that the Confidential Information constitutes a valuable, special, and unique asset formerly used by Seller Group and that such asset and the goodwill associated therewith was sold by Seller Group pursuant to the Purchase Agreement. Seller Group further acknowledges that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Buyer and its affiliates in maintaining their competitive position.

(c) Seller Group will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or entity whatsoever, any Confidential Information (whether acquired prior to or subsequent to the execution of this Agreement) or otherwise; provided, however, that the foregoing shall not prevent Seller Group from disclosing or utilizing such Confidential Information (i) in connection with exercising its rights and performing its obligations under the Purchase Agreement and each of the agreements contemplated thereby, (ii) as required by law or by a governmental or regulatory body, in which event, Seller Group shall use reasonable efforts to notify Buyer in advance of such disclosure or (iii) to the extent necessary to defend or respond to any Excluded Liability.

(d) The covenants set forth in this Section 3 shall continue to be binding upon Seller Group without any limitation as to time.

4. Interpretation.

(a) The covenants in Sections 2 and 3 hereof and the territorial, time and other limitations with respect thereto, are reasonable and necessary for the protection of the legitimate business interests of Buyer and are no greater than required for reasonable protection of Buyer and its ability to maintain the benefit of the goodwill sold (directly or indirectly) through the sale of the Assets. Seller

Group agrees and acknowledges that the violation of the covenants or agreements in Section 2 or Section 3 would cause irreparable injury to Buyer and that the remedy at law for any violation or threatened violation thereof might not be adequate and that, in addition to whatever other remedies may be available at law or in equity, Buyer shall be entitled to temporary and permanent injunctive or other equitable relief, without being required to post a bond. The period of time during which Seller Group is prohibited from engaging in certain activities pursuant to Sections 2 and 3 hereof shall be extended by any length of time during which Seller Group is in breach of such covenants.

(b) If a judicial determination is made that any of the provisions of this Agreement constitute an unreasonable or otherwise unenforceable restriction against Seller Group either in whole or in part, the provisions of this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible by applicable law. If a judicial determination is made that the duration and/or scope (geographic or otherwise) of the provisions contained in Sections 2 and 3 are unreasonable, then, to the extent permitted by law, any judicial authority construing this Agreement may prescribe a duration and/or scope (geographic or otherwise) that is reasonable and judicially enforceable.

5. Representations and Warranties. Seller Group hereby represents and warrants that this Agreement constitutes the legal, valid and binding obligation of Seller Group, enforceable against Seller Group in accordance with its terms except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by the availability of equitable remedies and defenses.

6. Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by Buyer and Seller Group at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

7. Notice. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including telecopy, facsimile and telex) or overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Seller Group: Bell Memorial Hospital
 901 Lakeshore Drive
 Ishpeming, Michigan 49849
 Fax No. _____
 Attention: _____

with a copy to: Locke Lord LLP
 111 South Wacker Drive
 Chicago, Illinois 60606
 Fax No. (312) 896-6693
 Attention: David L. Kendall, Esq.

Buyer: Acquisition Bell Hospital, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Fax No.: (615) 372-8572
Attention: General Counsel

with a copy to: Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Fax No. (615) 244-6804
Attention: W. Kenneth Marlow, Esq.

or to such other address, and to the attention of such other person or officer as any party may designate by giving at least thirty (30) days notice to the other parties.

8. Choice of Law.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer and Seller Group. Seller Group acknowledges and agrees that all its covenants and obligations to Buyer, as well as the rights of Buyer under this Agreement, shall run in favor of and will be enforceable by Buyer, its affiliates and their successors and assigns.

10. Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

12. Attorneys' Fees. In the event a party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

BUYER:

ACQUISITION BELL HOSPITAL, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

SELLER GROUP:

BELL MEMORIAL HOSPITAL,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

BELL MEDICAL CENTER,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

NAME AMENDMENTS

To be completed post-signing.

CERTIFICATE OF NON-FOREIGN STATUS

TO: Acquisition Bell Hospital, LLC, a Delaware limited liability company

FROM: [BMH/BMC] _____, a _____

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. Tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ corporation ("_____") the undersigned hereby certifies the following on behalf of _____:

1. _____ is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. _____ is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii).
3. _____'s U.S. employee identification number is _____
4. _____'s office address is _____

_____ understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of _____.

By: _____
Name: _____
Title: _____

Estoppel Certificate and Consent

TO: _____ (“Successor”)

RE: Lease Agreement (the “Lease”) with Bell Memorial Hospital (“Lessee”)

The undersigned Lessor understands that Lessee intends to sell substantially all of its assets to Acquisition Bell Hospital, LLC. With respect to the above-referenced Lease, the undersigned hereby certifies to Successor the following information as true and correct.

1. The Lease is in full force and effect and has not been modified or amended, except for _____.
2. Except for _____, Lessee has asserted no claim against Lessor for breach or default under the Lease.
3. All rent due and payable under the Lease has been paid to the end of the current calendar month, which is _____ for such month, and no rent under the Lease has been paid more than one month in advance of its due date.
4. The premises leased to Lessee are known as suite _____ in that building located at _____ [Insert street address of building] (the “Premises”).
5. The date of the original Lease is _____.
6. Annual base rent under the Lease is _____ per year.
7. The stated expiration date of the term of the Lease is _____.
8. Lessor is holding a security deposit of _____ in connection with the Lease.
9. To Lessor’s knowledge, Lessee is not in default under the Lease nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Lessee.
10. Lessor has not filed, and is not the subject of any filing, for bankruptcy or reorganization under federal bankruptcy laws.
11. Lessor is providing no free rent or other concessions or inducements to Lessee not expressly set forth in the Lease.

12. Lessor consents to the sale, transfer, assignment and/or conveyance by Lessee of its interest in the Lease to Successor.

13. The undersigned acknowledges that the representations, warranties and statements contained herein are made to Successor with the intent that Successor, and its agents and representatives, may rely hereon as a material inducement to proceeding with the acquisition of substantially all of the assets of Lessee.

14. The provisions hereof shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of Lessor and Successor.

15. The undersigned is a duly authorized officer of its party, with full power and authority to execute this letter on behalf thereof.

Dated this the ____ day of _____, 2013.

Lessor

By: _____

Its: _____

**FORM OF
LIMITED POWER OF ATTORNEY
FOR USE OF
DEA REGISTRATION NUMBER
AND DEA ORDER FORMS**

Bell Memorial Hospital, a 25-bed critical access hospital located at 901 Lakeshore Drive, Ishpeming, Michigan 49849 (“**BMH**” or “**Operator**”), is licensed to operate a pharmacy under the laws of the State of Michigan under License Number **5301002397** and is authorized under DEA registration number **AF2771271** to sign the current applications for registration and licensure as the registrant under the Controlled Substances Act of the United States.

The Operator has made, constituted, and appointed, and hereby makes, constitutes and appoints [_____], LLC (“**Agent**”), as the Operator’s agent and true and lawful attorney-in-fact for the purposes of utilizing Operator’s DEA registration to continue pharmacy operations and carry out controlled substance activities of the pharmacy located at 901 Lakeshore Drive, Ishpeming, Michigan (the “**Pharmacy**”). Agent may act in this capacity until such time as Agent or its designee obtains a new DEA registration but in no event shall this Limited Power of Attorney continue more than forty-five (45) calendar days after the effective date of the transaction, unless, despite Agent’s good faith efforts, the issuance of a new DEA registration for the Pharmacy is delayed by the applicable governmental agency. The Operator further grants this Limited Power of Attorney to Agent to act as the true and lawful agent and attorney-in-fact of the Operator, and to act in the name, place, and stead of the Operator, to execute applications for books of official order forms, to sign such order forms in requisition for controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. 828) and part 1305 of Title 21 of the Code of Federal Regulations.

The Operator recognizes that it remains legally responsible for the DEA registration issued to it, during the period in which this Limited Power of Attorney is in effect. Therefore, the Operator grants this Limited Power of Attorney based upon the following covenants and warranties of Agent: (a) Agent shall follow and abide by and comply with all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this limited power of attorney and shall indemnify and hold the Operator harmless from and against any claims arising out of the Agent’s failure to do so and (b) Agent, or its designee, shall make application for and pursue its own pharmacy licenses and DEA and other registrations which are required for the distribution of pharmaceuticals, including but not limited to controlled substances, at the Pharmacy, in accordance with applicable law and as soon as practicable.

This Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, Operator and Agent have executed this Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms as of the [] day of [], 2013, to be effective as of 12:01 a.m. Eastern Time on the [] day of [], 2013.

OPERATOR:

Bell Memorial Hospital

By: _____

Name: _____

Title: _____

AGENT:

[], LLC

By: _____

Name: _____

Title: _____

WITNESSES:

1. _____

2. _____

WITNESSES:

1. _____

2. _____

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Joinder") is entered into as of _____, 2013, by and between BELL FOUNDATION, INC., a Michigan nonprofit corporation (the "**Foundation**"), and ACQUISITION BELL HOSPITAL, LLC, a Delaware limited liability company ("**Buyer**").

WHEREAS, Buyer, Bell Memorial Hospital, a Michigan nonprofit corporation ("**BMH**"), and Bell Medical Center, a Michigan nonprofit corporation ("**BMC**" and, together with BMH, "**Seller Group**"), entered into that certain Asset Purchase Agreement dated as of _____, 2013 (the "**Agreement**");

WHEREAS, the execution and delivery of this Joinder by the Foundation is a condition precedent to the obligations of Buyer to consummate the transactions contemplated within the Agreement.

WHEREAS, the execution and delivery of this Joinder by the Buyer is a condition precedent to the obligations of Seller Group to consummate the transactions contemplated within the Agreement.

Accordingly, by execution of this Joinder, the Foundation hereby agrees to assure the obligations of Seller Group pursuant to the provisions of Section 9.15 of the Agreement and Buyer hereby grants the Foundation authority to enforce any provision of the Agreement. Except as expressly modified herein, the terms and conditions of the Agreement continue unchanged.

IN WITNESS WHEREOF, this Joinder has been executed and delivered as of the day and year written above.

BELL FOUNDATION, INC.:

ACQUISITION BELL HOSPITAL, LLC:

BY: _____

BY: _____

NAME: _____

NAME: _____

ITS: _____

ITS: _____

SURVEY

See attached.

Title Description

PARCEL 1: land situated in the City of Neoprene, County of Macomb, State of Michigan, described as follows: ...

Surveyor's Certification

I, the undersigned, being duly sworn, certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land described in the foregoing description.



Surveyor Title Book GLOBAL LAND SOLUTIONS, LLC

PARCEL 2: land situated in the City of Neoprene, County of Macomb, State of Michigan, described as follows: ...

PARCEL 3: land situated in the City of Neoprene, County of Macomb, State of Michigan, described as follows: ...

Surveyor's Notes

- 1. The survey was made on the 15th day of August, 2013.
2. The survey was made by the use of a total station.
3. The survey was made by the use of a GPS receiver.

Schedule of Items

- 1. The survey was made on the 15th day of August, 2013.
2. The survey was made by the use of a total station.
3. The survey was made by the use of a GPS receiver.

Zoning Information
The subject property is in zoning district R-1. The zoning district is defined in the City of Neoprene Ordinance No. 100, as amended.

Flood Information
The subject property is not in a flood hazard area.

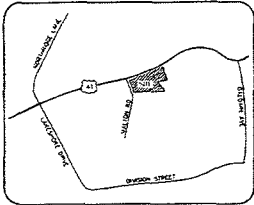
Cemetery Note
The subject property is not a cemetery.

The Information
The subject property is not a public utility.

Building Height
Land Area
Building Area

ALTA/ACSM LAND TITLE SURVEY
PRYS, LLC
11-20-2013

VICINITY MAP



Parking Information

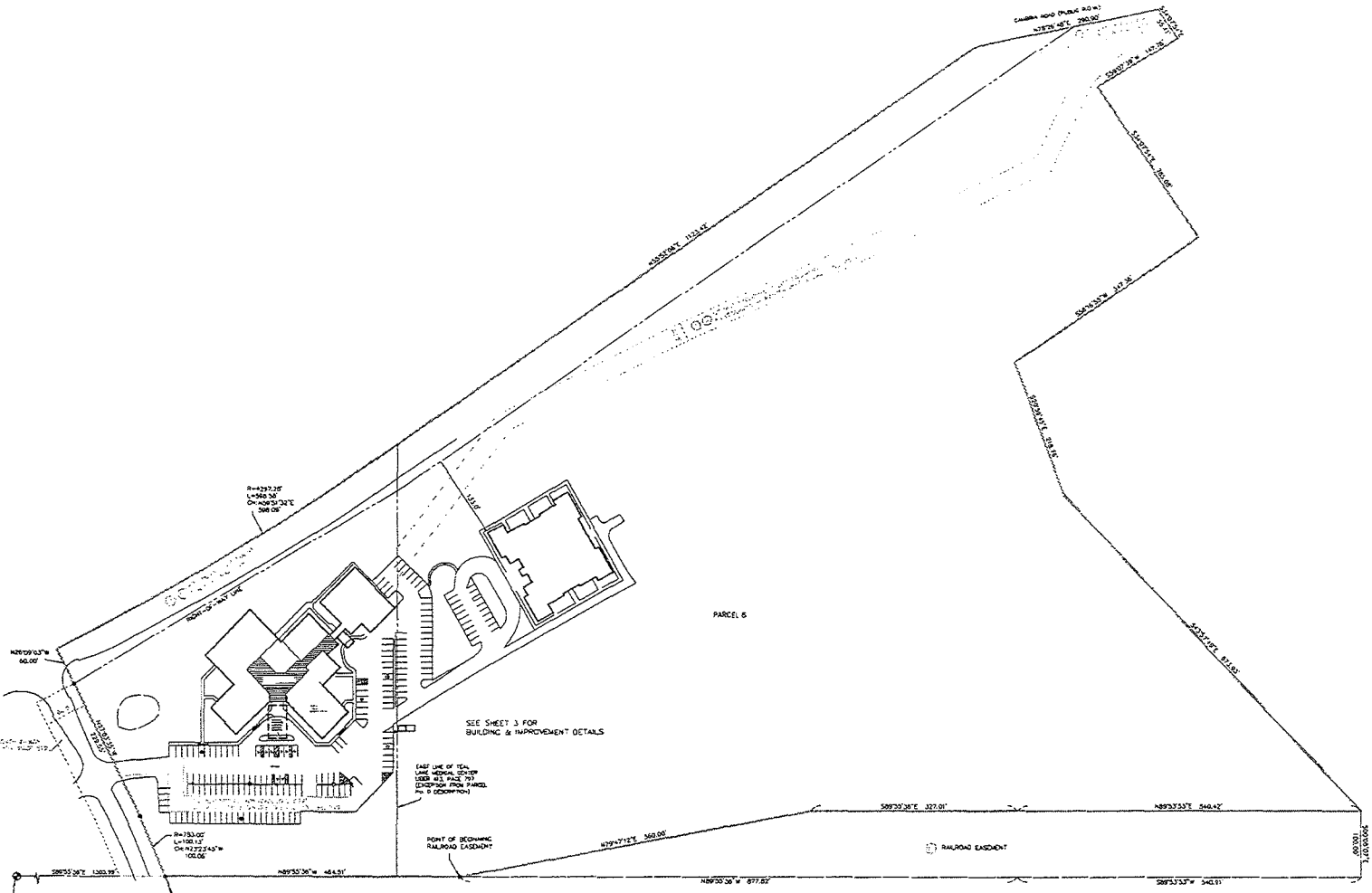
THERE ARE 171 STANDING PARKING SPACES AND 10 HANDICAP SPACES ON SUBJECT PROPERTY. (SEE TOTAL)

Basis of Bearings

THE NORTH LINE OF SECTION 26, T35N, R23W, BEARING N89°29'18"W FROM RECORD TITLE DESCRIPTION, SERVES AS THE BASIS OF BEARING FOR THIS SURVEY.

Legend

- FOUND PROPERTY CORNER (1/2" IRON)
- POWER POLE
- CITY ANCHOR
- LIGHT POLE
- ELECTRIC METER
- GAS METER
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- SANITARY MANHOLE
- STORM CATCH BASIN (SQUARE)
- STORM CATCH BASIN (ROUND)
- ELECTRIC TRANSFORMER BOX
- FLAG POLE
- STORM SEWER MANHOLE
- MAILBOX
- BUILDING LINE
- FENCE LINE
- CONCRETE
- GRAVEL



POINT OF COMMENCEMENT
PARCEL 6
SOUTHWEST CORNER
SECTION 35, T48N, R27W

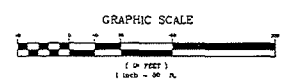
POINT OF BEGINNING
PARCEL 6

PARCEL 1-6
34.74 ACRES
(1.513.127 SQ FT)

Surveyor Title Block

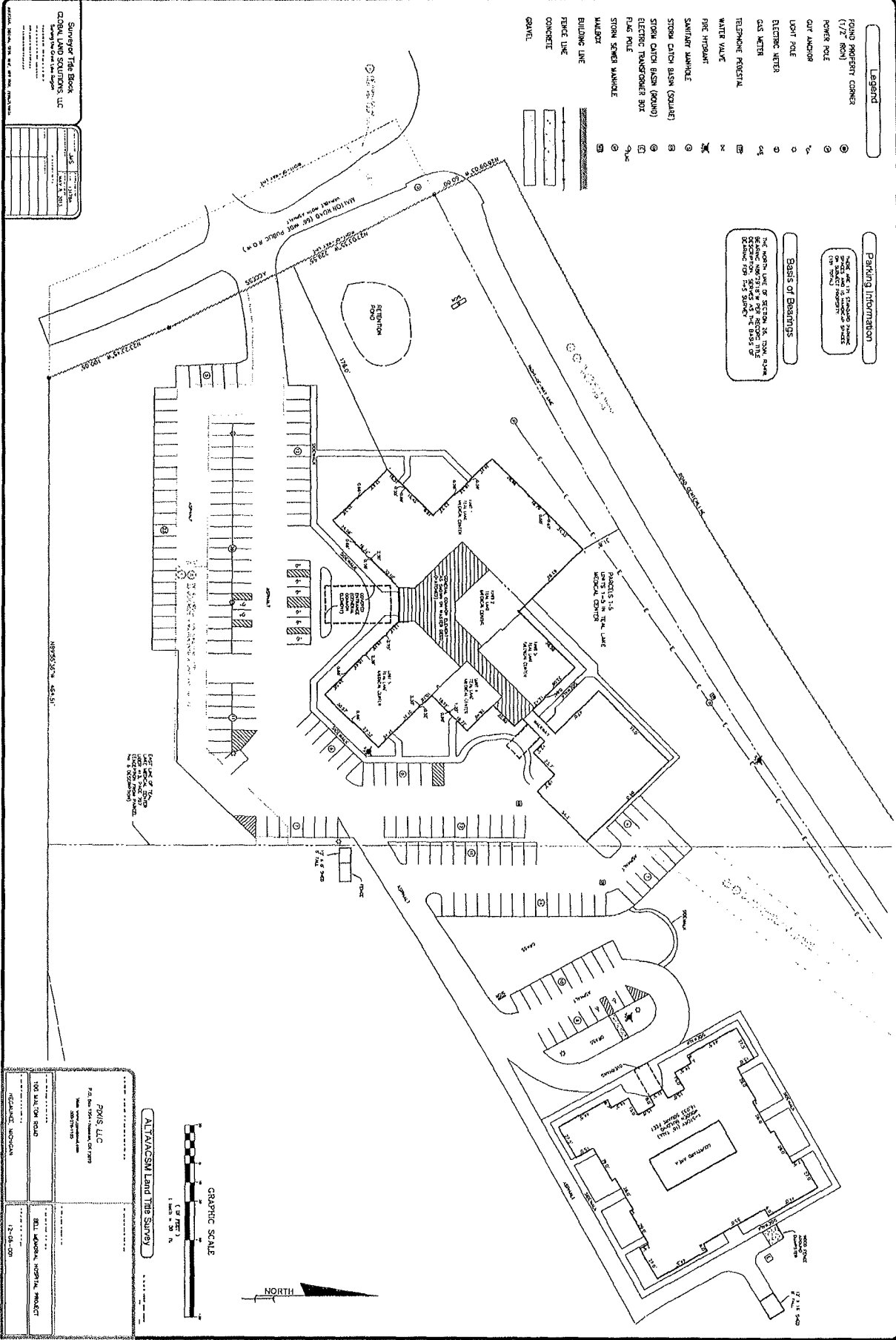
GLOBAL LAND SOLUTIONS, LLC
Being the Great Land Survey

DATE	12/05/2012
PROJECT	100 WALTON ROAD
CLIENT	BEA MEMORIAL HOSPITAL PROJECT
LOCATION	NECAUNEE, MICHIGAN
DATE	12-05-001

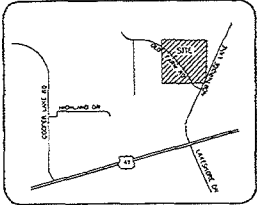


ALTA/ACSM Land Title Survey

PIXIS, LLC P.O. Box 1384 - Farmington, OH 43029 Web: www.pixeland.com 600-271-1145	
100 WALTON ROAD	BEA MEMORIAL HOSPITAL PROJECT
NECAUNEE, MICHIGAN	12-05-001



VICINITY MAP



Parking Information

THESE ARE THE STANDARD PARKING SPACES AND NO HANDICAP SPACES OR SUBJECT PROPERTY. (63 TOTAL)

Basis of Bearings

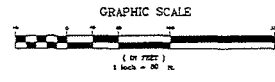
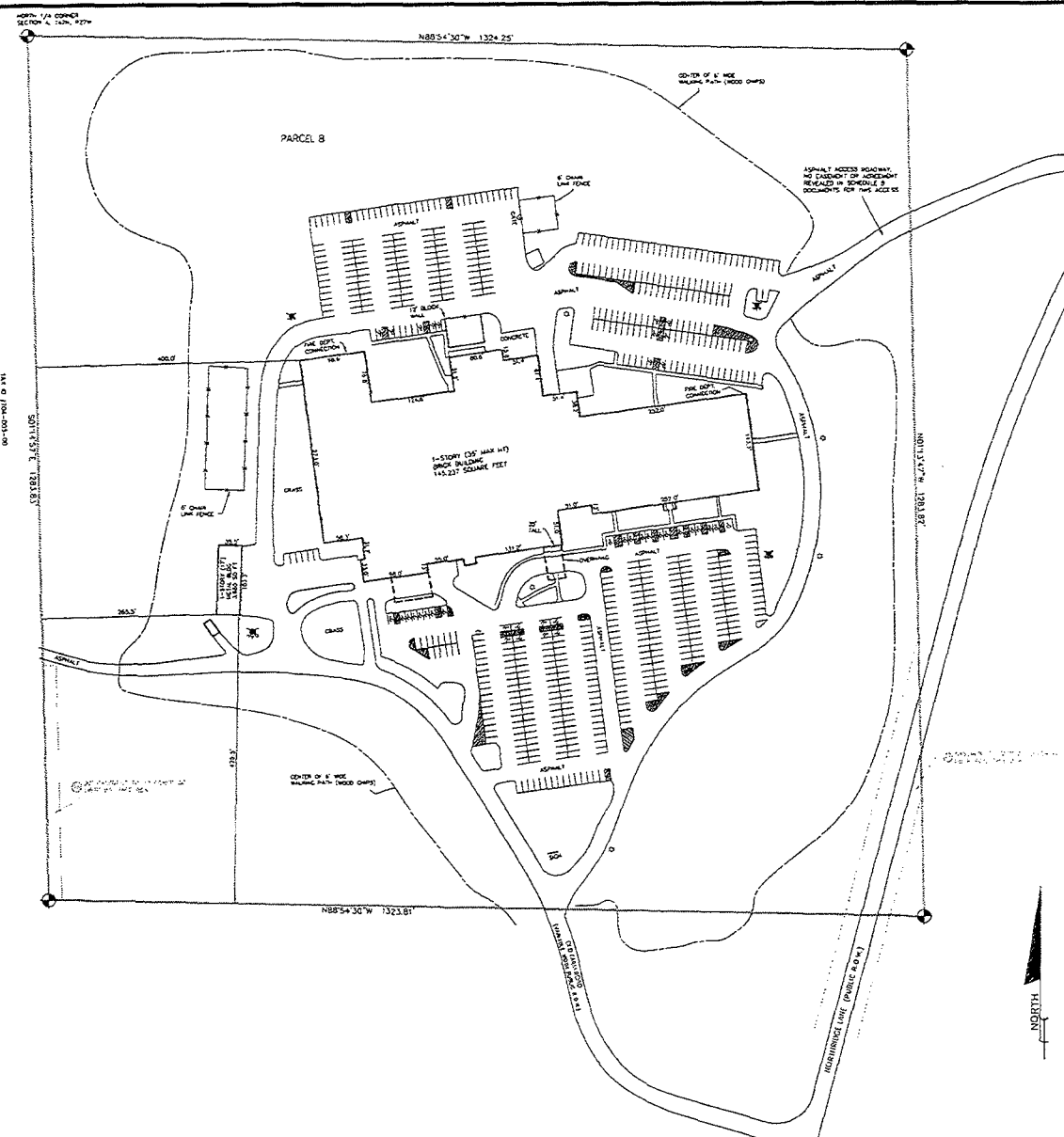
THE NORTH LINE OF SECTION 4, T42N, R27W, BEARING N08°54'30"W, SERVES AS THE BASIS OF BEARING FOR THIS SURVEY

Legend

- FOUND PROPERTY CORNER (1/2" IRON)
- POWER POLE
- OUT ANCHOR
- LIGHT POLE
- ELECTRIC METER
- GAS METER
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- SANITARY MANHOLE
- STORM CATCH BASIN (SQUARE)
- STORM CATCH BASIN (ROUND)
- ELECTRIC TRANSFORMER BOX
- FLAG POLE
- STORM SEWER MANHOLE
- MAILBOX
- BUILDING LINE
- FENCE LINE
- CONCRETE
- GRAVEL

Surveyor Title Block
GLOBAL LAND SOLUTIONS, LLC
Spring Hill, Ohio

DATE	12/06/2009
BY	DAVID L. BROWN
CHECKED BY	DAVID L. BROWN
SCALE	AS SHOWN
PROJECT	BELL MEMORIAL HOSPITAL PROJECT
PARCEL	PARCEL 8
DATE	12-06-09



ALTA/ACSM Land Title Survey

PDXS, LLC P.O. Box 1794 - Napoleon, OH 47609 Web: www.pdxs.com 602-971-7116	
501 LAKESHORE DRIVE	BELL MEMORIAL HOSPITAL PROJECT
SPRINGFIELD, INDIANAH	12-06-09

Legend

- FOUND PROPERTY CORNER (1/2" IRON)
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- ELECTRIC METER
- GAS METER
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- SANITARY MANHOLE
- STORM CATCH BASIN (SQUARE)
- STORM CATCH BASIN (ROUND)
- ELECTRIC TRANSFORMER BOX
- FLAG POLE
- STORM SEWER MANHOLE
- MAILBOX
- BUILDING LINE
- FENCE LINE
- CONCRETE
- GRAVEL

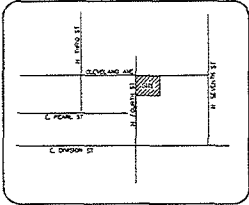
Parking Information

THERE ARE NO STRENGTH PAVED SPACES OR SUBJECT PROPERTY AS DESCRIBED IN TITLE

Basis of Bearings

THE NORTH LINE OF LOT 12 IN ASSESSOR'S PLAT OF THE NEBRASKA LOCATION, BEARING S87°30'30"E PER RECORD TITLE DESCRIPTION, SERVES AS THE BASIS OF BEARING FOR THIS SURVEY.

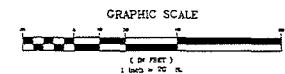
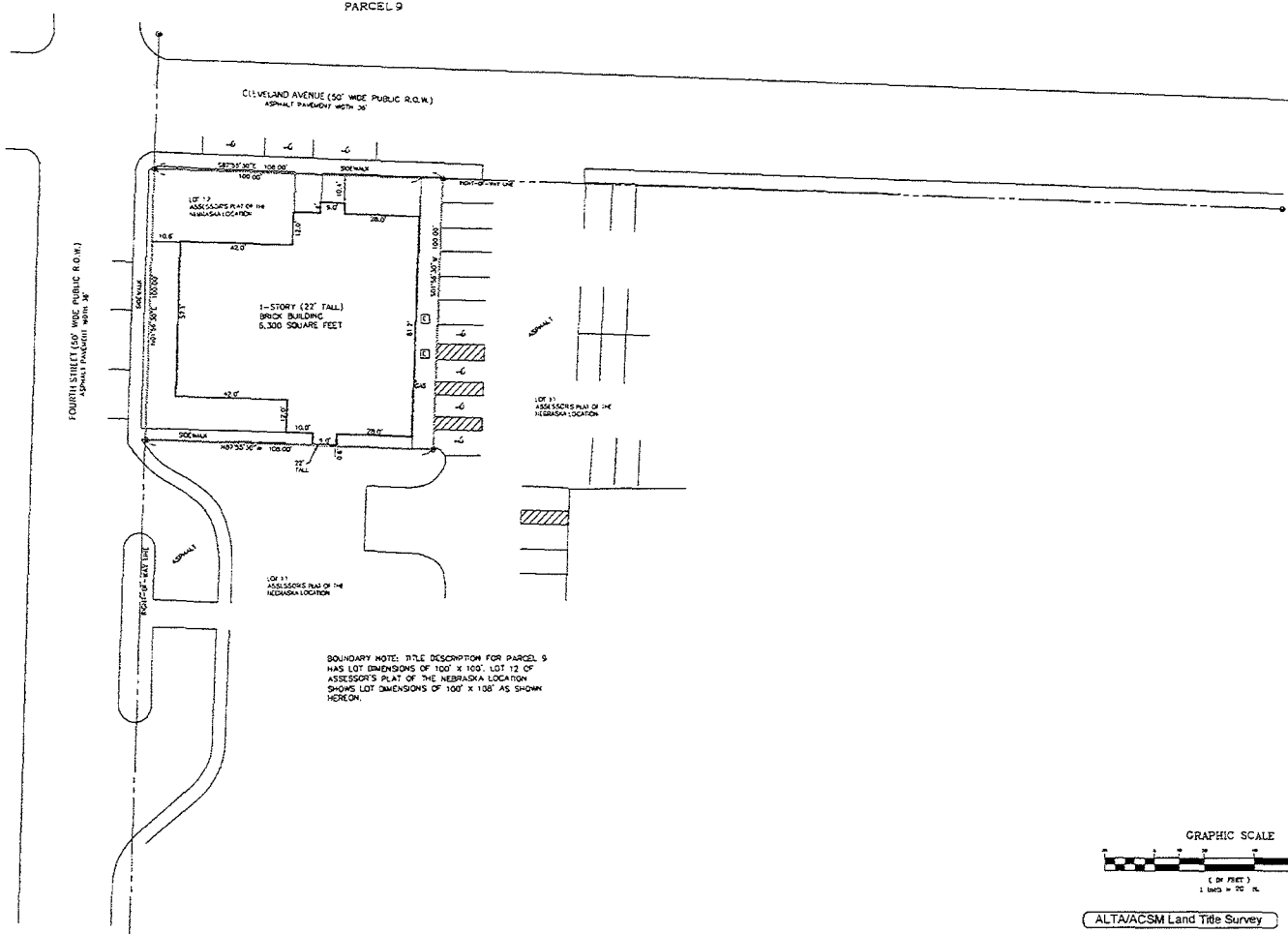
VICINITY MAP



Survey of Title Block
GLOBAL LAND SOLUTIONS, LLC
Survey of Title Block

NO.	DATE	BY	REVISION

PARCEL 9



ALTA/ACSM Land Title Survey

PDXS, LLC P.O. Box 1751 - Denver, CO 80202 www.pdxs.com 303.279.1100	
CLEVELAND AVE & S. FOURTH ST	BILL HEDGEMAN HOSPITAL PROJECT
SHIMPMING, MICHIGAN	12-06-001

INDIGENT CARE POLICY

See attached.

POLICY:

Bell Hospital and Bell Medical Center are committed to providing Financial Assistance/Charity Care to persons who have healthcare needs and are uninsured, underinsured, ineligible for a government program, or otherwise unable to pay, for medically necessary care based on their individual financial situation. Consistent with our mission to deliver compassionate, high quality, affordable healthcare services and to advocate for those who have a financial need, Bell Hospital/Bell Medical strive to ensure that the financial capacity of people who need health care services does not prevent them from seeking or receiving care.

Financial Assistance/Charity Care is not considered to be a substitute for personal responsibility. Patients are expected to cooperate with Bell Hospital/Bell Medical procedures for obtaining charity or other forms of payment or financial assistance, and to contribute to the cost of their care based on their individual ability to pay. Individuals with the financial capacity to purchase health insurance shall be encouraged to do so, as a means of assuring access to health care services, for their overall personal health, and for the protection of their individual assets.

In order to manage its resources responsibly and to allow Bell Hospital/Bell Medical to provide the appropriate level of assistance to the greatest number of persons in need, Bell Hospital/Bell Medical establishes the following guidelines for the provision of patient charity.

DEFINITIONS:

Charity Care – Healthcare services that have or will be provided but are never expected to result in cash inflows. Charity care results from a provider's policy to provide healthcare services free or at a discount to individuals who meet the established criteria.

Family – Using the Census Bureau definition, a group of two or more people who reside together and who are related by birth, marriage, or adoption. According to Internal Revenue Service rules, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the provision of financial assistance.

Family Income – Family Income is determined using the Census Bureau definition, which uses the following income when computing federal poverty guidelines:

- Includes earnings, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources;
- Noncash benefits (such as food stamps and housing subsidies) do not count;
- Determined on a before-tax basis;
- Excludes capital gains or losses; and
- If a person lives with a family, includes the income of all family members (Non-relatives, such as housemate, do not count).

Uninsured – The patient has no level of insurance or third party assistance to assist with meeting his/her payment obligations.

Underinsured – The patient has some level of insurance or third-party assistance but still has out-of-pocket expenses that exceed his/her financial abilities.

Net Equity – net equity equals the state equalized value of any real estate times 2.0 (a guarantor/patient my own only one residence) plus any/all savings account balance(s), plus any/all checking account balance(s) plus any/all retirement saving(s) account balance(s) minus any mortgage balance(s) minus any home equity loan balance(s), minus any/all installment loan(s) and minus any/all revolving charge account balance(s).

Service Area –Principally, primary care patients residing in the following zip codes: 48949 (Ishpeming), 49866 (Negaunee), 49814 (Champion), 49879 (Republic), 49861 (Michigamme), 49871 (Palmer), and 49841 (Gwinn). Patients residing in the Upper Peninsula of Michigan receiving specialty services from employed physicians in Obstetrics/GYN, Vascular, Urology, and Otolaryngology specialty care services are also considered in our service area. Other service areas will be considered on a case by case basis.

FINANCIAL ASSISTANCE PROCEDURES:

Services Eligible Under this Policy. For purposes of this policy, “charity” refers to healthcare services provided without charge or at a discount to qualifying patients. The following healthcare services are eligible for charity:

- Emergency medical services provided in an emergency room setting;
- Services for a condition which, if not promptly treated, would lead to an adverse change in the health status of an individual;
- Non-elective services provided in response to life-threatening circumstances in a non-emergency room setting; and
- Medically necessary services, evaluated on a case-by case basis at Bell Hospital/Bell Medicals’ discretion.

Basic Eligibility Requirements:

Eligibility for charity will be considered for those individuals who are uninsured, underinsured, ineligible for any government health care benefit program, and who are unable to pay for their care, based upon a determination of financial need in accordance with this Policy. Patients who are already qualified under the County’s MCAC Program shall be considered qualified for assistance under this Policy. The granting of charity shall be based on an individualized determination of financial need, and shall not take into account age, gender, race, social or immigrant status, sexual orientation or religious affiliation. This Policy shall also apply to those individuals needing assistance for deductibles, co-insurance, or co-payment responsibilities.

A. In order to be eligible for financial assistance a patient must live within the Bell Hospital and Bell Medical Center service area as defined in this policy and receive medically necessary services from Bell Hospital and/or Bell Medical Center (excluding cosmetic and non-acute, elective procedures).

and

B. In order to be eligible for financial assistance, the patient's family income must be under 200% of the Federal Poverty Guidelines for Gross Income as published in the Federal Register. In order to determine the family income when a patient might qualify, the patient/guarantor will be asked to provide the Financial Counselor with a brief financial statement and be made aware that additional verification may be requested if they are offered financial assistance.

and

C. In order to be eligible for financial assistance, the patient household's net equity (as defined) must not exceed \$100,000.

and

D. In instances when a patient may appear eligible for charity care discounts, but there is no financial assistance form on file due to a lack of supporting documentation, often there is adequate information provided by the patient or through other sources, which could provide sufficient evidence to provide the patient with financial assistance. In the event there is no evidence to support a patient's eligibility for charity care, Bell Hospital/Bell Medical may use outside agencies in determining estimate income amounts for the basis of determining charity care eligibility and potential discount amounts. Once determined, due to the inherent nature of the presumptive circumstances, the only discount that can be granted is a 100% write off of the account balance. Presumptive eligibility may be determined on the basis of individual life circumstances that may include:

- State-funded prescription programs;
- Homeless or received care from a homeless clinic;
- Participation in Women, Infants and Children programs (WIC);
- Food stamp eligibility;
- Subsidized school lunch program eligibility;
- Eligibility for other state or local assistance programs that are unfunded (e.g., Adult Benefit Waiver program);
- Low income/subsidized housing is provided as a valid address; and
- Patient is deceased with no known estate.

Determination of Financial Need Guidelines:

The Financial Counselor initially contacted by a patient/guarantor will be responsible for the financial assistance process for both Bell Hospital and Bell Medical Center by notifying the other Financial Counselors of the initial contact and getting a list of open accounts; by initially explaining the process to the patient/guarantor; by assisting the patient/guarantor with the documentation necessary to render a determination; by submitting the completed documentation to the Business Office Manager(s); by sending written notification to the other Financial Counselors and patient/guarantor of the determination(s) and by maintaining the completed packet.

1. The financial counseling process begins with a financial credit assessment worksheet (Financial Assessment Analysis Form) which must be completed by the guarantor/patient addressing the following criteria:

Marital Status
Number of Dependents
Patient Financial Status
Other Hardships

2. The Financial Counselor must provide the guarantor/patient with guidance for applying for any available assistance through external agencies.

3. The Financial Counselor will follow the guarantor/patient's application through the process and assist where possible in order to seek a determination as soon as possible.

4. The "financial assistance" qualification decision will be determined after the evaluation of the guarantor/patient's financial status (following this policy) has been completed. The Financial Counselor will notify the guarantor/patient of eligibility for "financial assistance" within 30 days of the completed and approved application.

5. In the case where it is determined that the guarantor/patient does not qualify for "financial assistance", or partial "financial assistance", every effort will be made to set up a convenient payment schedule plan according to the Collection Policy and Procedures. The Financial Counselors at Bell Hospital and Bell Medical Center will each be responsible for establishing their own payment arrangements.

Procedures:

To be eligible for "financial assistance" the guarantor/patient must meet the following criteria:

1. The guarantor/patient must first apply to the Department of Human Services for public assistance. If the Department of Social Services deems him/her ineligible for public aid, the patient/guarantor must present a statement of said ineligibility. The Patient Resource Consultants Agency is also consulted to make sure no other financial assistance is available. Documentation of these steps must be attached to the Financial Assistance Analysis Form.

2. The guarantor/patient must present proof of the household's gross income (paycheck stubs, social security check stubs, W-2's, etc.) received during the three months prior to the patient's services and the past two years Federal Tax returns, if available. These documents are used to project an annual income.

3. The guarantor/patient's household's gross income less any child support payments made during the prior three months (child support payments must be supported by documentation that they were actually made) in combination with the number of family members living in the household must be equal to or less than the Income Level Chart to be eligible for

“financial assistance”. The patient/guarantor is required to disclose all household income, asset and expense information (with the appropriate documentation) that is requested on the Financial Assistance Analysis Form before a determination of “financial assistance” eligibility can be made.

4. The Financial Counselor will compile the documentation acquired during the “financial assistance” process, make a recommendation for disposition, and submit it to the Business Office Manager(s) for approval. Once the financial assistance process is complete, the Business Office Manager(s) will provide the appropriate documentation for the account(s) adjustment(s).

5. Account balances subject to financial assistance will be net as of the date of the determination. Under no circumstances will accounts be considered for financial assistance which have dates of service more than 180 days prior to the date of the guarantor/patient's submission of a completed application for financial assistance or more than 180 days after the date of approval of the completed application. An updated application will be required for services occurring more than 180 days after the approval of a completed application.