

LIFEPOINT HEALTH

March 8, 2016

Attorney General
525 W. Ottawa Street, 7th Floor
Lansing, Michigan 48909

Department of Attorney General
Corporate Oversight Division
Charitable Trust Section attorney - Time Sensitive
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48909

Dear Mr. Attorney General:

Pursuant to the Monitoring, Compliance and Enforcement Agreement (the "MCE Agreement") by and among the Michigan Department of Attorney General, Portage Health, Inc. and Copper County Apothecaries, Inc., LifePoint Holdings 2, LLC ("LifePoint"), Portage Holding Company, LLC, and Stout Risius Ross, Inc. ("Monitor"), please find enclosed a Certificate of Compliance, satisfying the requirement for an Annual Report (as defined in the MCE Agreement) for the period between January 1, 2015 and December 31, 2015.

Concurrent with the submission of the enclosed Certificate of Compliance, pursuant the MCE Agreement, LifePoint is submitting the Required Documents (as defined in the MCE Agreement) to Monitor.

Please feel free to contact me if you have any questions.

Sincerely,



Paul Hannah
SVP, Development

PORTAGE HOLDING COMPANY, LLC

CERTIFICATE OF COMPLIANCE

Pursuant to that certain Monitoring, Compliance and Enforcement Agreement (the "MCE Agreement") by and among the Michigan Department of Attorney General, Portage Health, Inc. and Copper County Apothecaries, Inc. ("Portage"), LifePoint Holdings 2, LLC ("LifePoint"), Portage Holding Company, LLC ("Joint Venture"), and Stout Risius Ross, Inc. ("Monitor"), I, Jeff Lang, do hereby certify that I am the duly elected, qualified and acting officer of Joint Venture, and further certify that during the period between January 1, 2015 and December 31, 2015:

1. **Indigent Care.** Pursuant to Section 9.9 of the Contribution Agreement, LifePoint and Joint Venture have caused the Hospital to maintain and adhere to Portage's policies for the treatment of indigent patients, subject to any changes necessary to comply with applicable Legal Requirements (as defined in the Contribution Agreement) including as such Legal Requirements have been modified by healthcare reform provisions.
2. **Capital Commitment.** Pursuant to Section 9.10 of the Contribution Agreement, Joint Venture has expended \$3,092,016 in capital expenditures as part of its Capital Commitment Amount (as defined in the Contribution Agreement) in accordance with the Capital Plan (as defined in the Contribution Agreement). For clarification purposes, pursuant to Section 9.10 of the Contribution Agreement and Section 3(I) of the MCE Agreement, Joint Venture's compliance with the Capital Commitment Amount does not require that the capital commitment be fulfilled on a pro-rated basis each year.
3. **Continuation of Services.** Pursuant to Section 9.12 of the Contribution Agreement, Joint Venture continued to provide the healthcare services and programs set forth on Schedule 9.12 to the Contribution Agreement.
4. **Restriction on Sale of the Hospital.** Pursuant to Section 9.16 of the Contribution Agreement, LifePoint Health f/k/a LifePoint Hospitals continued to own, directly or indirectly, LifePoint and the Hospital, and LifePoint has not transferred, directly or indirectly, its equity interest in Joint Venture to a third party.
5. **Amendment to the Contribution Agreement.** The Contribution Agreement, including the AG Enforceable Provisions, has not been amended in any material manner.
6. **Required Documents.** Pursuant to Section 3(A)(ii) of the MCE Agreement, Joint Venture has submitted the Required Documents to Monitor.

Capitalized terms used herein but not otherwise defined have the same meanings ascribed to such terms in the MCE Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of March 7,
2016.

PORTAGE HOLDING COMPANY, LLC


By: 
Name: Jeffrey M. Lang
Title: CEO

Exhibit A
UP Health System - Portage
Capital Expenditures
Dec 2013-Dec 2015

			<u>Running Total</u>
Capital Commitment			\$60,000,000.00
December 2013 and Calendar Year 2014			
Routine Capital	\$1,390,225.31		
IT&S, CAMS & FAC capital	<u>\$1,809,035.00</u>		
Dec 2013 and 2014 Capital Expenditures		\$3,199,260.31	\$56,800,739.69
Calendar Year 2015			
Routine Capital	\$771,059.00		
IT&S, CAMS & FAC capital	<u>\$2,320,957.00</u>		
2014 Capital Expenditures		\$3,092,016.00	\$53,708,723.69
Calendar Year 2016			
Routine Capital			
IT&S, CAMS & FAC capital			
2016 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2017			
Routine Capital			
IT&S, CAMS & FAC capital			
2017 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2018			
Routine Capital			
IT&S, CAMS & FAC capital			
2018 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2019			
Routine Capital			
IT&S, CAMS & FAC capital			
2019 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2020			
Routine Capital			
IT&S, CAMS & FAC capital			
2020 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2021			
Routine Capital			
IT&S, CAMS & FAC capital			
2021 Capital Expenditures		\$0.00	\$53,708,723.69
Calendar Year 2022			
Routine Capital			
IT&S, CAMS & FAC capital			
2022 Capital Expenditures		\$0.00	\$53,708,723.69
Jan-November 2023			
Routine Capital			
IT&S, CAMS & FAC capital			
2023 Capital Expenditures		\$0.00	\$53,708,723.69
Capital Expenditure Commitment Remaining @ 12/31/15			\$53,708,723.69