

**CONFIDENTIALITY AGREEMENT
BETWEEN STOUT RISIUS ROSS, INC. AND
PORTAGE HOLDING COMPANY, LLC**

This CONFIDENTIALITY AGREEMENT BETWEEN STOUT RISIUS ROSS, INC. AND PORTAGE HOLDING COMPANY, LLC (the "Agreement") is made effective as of the effective date of the Enforcement Agreement (as defined below) (the "Effective Date") by and between Stout Risius Ross, Inc. ("Monitor") and Portage Holding Company, LLC ("Joint Venture") (each individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Portage Health, Inc. and Copper County Apothecaries, Inc. (collectively, "Portage"), LifePoint Holdings 2, LLC ("LifePoint"), and Joint Venture are parties to a Contribution Agreement, dated as of August 2, 2013 (the "Contribution Agreement"), pursuant to which Portage is contributing substantially all its assets, and LifePoint is contributing immediately available funds, to the Joint Venture (the "Transaction");

WHEREAS the Michigan Department of Attorney General ("Attorney General"), Portage, Monitor, LifePoint and Joint Venture are parties to a certain Monitoring, Compliance And Enforcement Agreement Among The Department Of Attorney General, Portage Health, Inc., Copper County Apothecaries, Inc., LifePoint Holdings 2, LLC, Portage Holding Company, LLC, and Stout Risius Ross (the "Enforcement Agreement") required by the Attorney General in connection with its approval of the Transaction;

WHEREAS, Section 3.M of the Enforcement Agreement contemplates a confidentiality agreement between Monitor and Joint Venture;

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 all of which are forever acknowledged and confessed, the Parties hereby agree as follows:

TERMS

1. Defined Terms

The Parties incorporate by reference into this Agreement Section 1 of the Enforcement Agreement in its entirety. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings as defined in the Enforcement Agreement.

2. Confidential Information

- A. All Confidential Information (as defined below) received by Monitor from Joint Venture pursuant to the Enforcement Agreement or to any other agreement between Monitor and the Attorney General shall be subject to the terms and conditions of this Agreement.

- B. The Parties recognize that in performing Joint Venture's obligations under the Enforcement Agreement, Joint Venture, directly and/or through one or more Joint Venture Affiliates, may furnish, disclose, or disseminate to Monitor information that is proprietary or commercially sensitive to Joint Venture and/or one or more Joint Venture Affiliates ("Confidential Information"). In addition, Monitor will receive, obtain, or otherwise come into possession of, and/or will assemble and compile, or will direct or supervise the assembly and compilation of Confidential Information. All such Confidential Information is and shall be and remain the sole and exclusive property of Joint Venture or each applicable Joint Venture Affiliate. In the event and to the extent of any conflict between the terms of this Agreement and the terms of the Enforcement Agreement that expressly pertain to Confidential Information, this Agreement shall supersede and control.
- C. For purposes of this Agreement, Confidential Information is information of or concerning or relating to Joint Venture and/or one or more Joint Venture Affiliates or their respective operations and business that is both:
- i. not known to the public generally, and
 - ii. would not have been disclosed by Joint Venture to Monitor but for Joint Venture's reporting obligations under the Enforcement Agreement,

regardless of its form or format or the date of its creation or acquisition, and regardless of whether or not obtained with the knowledge and permission of Joint Venture and/or of one or more Joint Venture Affiliates, and regardless of whether or not developed, devised or otherwise created in whole or in part by Portage or Monitor; provided, however, that Confidential Information shall not include any information which (i) was available or in possession of Monitor on a non-confidential basis prior to the time of disclosure to Monitor by Joint Venture; or (ii) is or becomes available to Monitor on a non-confidential basis by a third party which is not bound by a confidentiality agreement with Joint Venture or is not otherwise prohibited from transmitting the information to Monitor.

- D. Provided that both criteria specified in subsection 2.C above are satisfied, Confidential Information might include, but not necessarily be limited to: (a) names, addresses and telephone numbers of suppliers and contractors and their respective account, contact, requirements, pricing and utilization information and data; (b) special or unique techniques, procedures and practices used for the operation of healthcare facilities and practices and the care and treatment of patients (including, but not limited to (i) methods, means or practices of obtaining or doing business, including its management, operation and planning, (ii) policies for setting fees and reimbursement for services, and other pricing and rate information, (iii) terms of contracts or agreements to which Joint Venture and/or one or more Joint Venture Affiliates is a party, including but not limited to payor participation agreements, and (iv) financial information, tax returns, and proprietary records, data, and information).

- E. Anything in this Agreement to the contrary notwithstanding, Confidential Information shall not include Portage's or Joint Venture's policies for the treatment of indigent patients or indigent care (as described in the Contribution Agreement).
- F. It is the intent and agreement of the Parties that no Joint Venture Confidential Information shall be provided to the Attorney General by Joint Venture or by Monitor. Monitor shall not, under any circumstances or at any time, directly or indirectly, for any reason or purpose whatsoever: (i) reveal, divulge, publish, disclose or otherwise make known to any person or entity other than Joint Venture or Joint Venture's authorized personnel any Confidential Information; (ii) make use of any Confidential Information for any purpose other than the monitoring and enforcement of the AG-Enforceable Provisions in strict accordance with the terms of the Enforcement Agreement; (iii) except as permitted by clause (ii) above, make use of any Confidential Information in violation of any restrictions imposed by, or in any manner inconsistent with the ownership or rights of, Joint Venture and/or the applicable Joint Venture Affiliate; or (iv) copy all or part of any documents, books, or records containing Confidential Information, other than as necessary in the performance of their respective obligations under the Enforcement Agreement, or with the express permission of Joint Venture. Upon Publication of the tenth annual Monitor Report, Monitor shall promptly deliver to Joint Venture, Portage and LifePoint all of their respective Confidential Information it obtained during the performance of its obligations hereunder, and all files, compilations, documents, books, records, electronic media and other materials containing Confidential Information, which are then in Monitor's custody, control, or possession, and shall retain no copies whatsoever. The foregoing obligation to return Confidential Information shall not extend to Confidential Information that is contained in any computer files or documents that have been created as a result of automatic archiving and backup procedures. Any such Confidential Information shall otherwise remain subject to the terms of this Agreement. Notwithstanding the foregoing, (i) Confidential Information may be disclosed to the extent, upon the advice of its counsel, that Monitor is compelled or required by applicable law to disclose such Confidential Information, provided that Monitor shall first notify Joint Venture in writing to advise Joint Venture of Monitor's proposed disclosure and permit Joint Venture to seek a protective order regarding such Confidential Information; (ii) Confidential Information may be disclosed in any litigation or other legal proceeding between Joint Venture and Monitor; and (iii) Monitor may disclose the Confidential Information to its consultants, attorneys, employees, agents and contractors as may be reasonably necessary to enable Monitor to perform its obligations under this Agreement or the Enforcement Agreement.
- G. Notwithstanding anything contained in this Agreement to the contrary, at least thirty (30) days prior to the date on which Monitor delivers, publishes or otherwise makes known to the Attorney General (any such event being deemed a "Publication") its annual Monitor Report or any other report or regarding Joint Venture and/or any Joint Venture Affiliate (any such report being hereinafter referred to as a "Report"), Monitor shall provide to Joint Venture a complete copy of the entire Report.

- i. No Report or Publication by Monitor shall contain any Confidential Information. Joint Venture shall have fourteen (14) days after its receipt of the proposed Report in which to review it to determine whether it contains any Confidential Information and to give Monitor written notice of its objection to inclusion of such Confidential Information (a “Confidentiality Objection”).
- ii. If Joint Venture gives Monitor written notice of a Confidentiality Objection within the aforementioned fourteen-day period and Monitor believes that the information in question is not Confidential Information, then, within three (3) business days after Monitor’s receipt of the Confidentiality Objection, duly authorized representatives of Monitor and Joint Venture shall confer and attempt in good faith to reach mutual agreement on a Report that does not contain Confidential Information, which agreement shall not be unreasonably withheld.
- iii. If Joint Venture and Monitor are not able to resolve the dispute within ten (10) business days after Monitor’s receipt of the Confidentiality Objection, then, within ten (10) additional business days, Joint Venture shall either commence legal proceedings to resolve the Confidentiality Objection or be deemed to have waived the Confidentiality Objection.
- iv. If, by the April 30 due date of the Monitor Report in question, Joint Venture and Monitor have not resolved the Confidentiality Objection and Joint Venture has not waived such Confidentiality Objection, then: (a) the portion of the Report at issue in the Confidentiality Objection shall be redacted and shall not be subject to any Publication until the completion of any legal proceedings commenced by Joint Venture to resolve the Confidentiality Objection, (b) a redacted copy of the Report, including all other portions of the Report, shall be subject to Publication, and (c) Monitor’s redaction and non-production of the portion of the Report at issue in the Confidentiality Objection during the pendency of such legal proceedings shall not be deemed to constitute a breach by Joint Venture or Monitor of its respective obligations under the Enforcement Agreement.
- v. No Report or Publication by Monitor shall contain any inaccurate information. Joint Venture shall have fourteen (14) days after its receipt of the proposed Report in which to review it to determine whether it contains any inaccurate information and to request deletion of such inaccurate information. If Joint Venture believes that the Report contains inaccurate information, it shall notify Monitor of that belief and the basis for it (the “Inaccuracy Objection”) within the aforementioned fourteen-day period. Within three (3) business days after Monitor’s receipt of the Inaccuracy Objection, duly authorized representatives of Monitor and Joint Venture shall confer and attempt in good faith to reach mutual agreement on a Report that does not contain inaccurate information, which agreement shall not be unreasonably withheld.

- vi. If Joint Venture and Monitor are not able to resolve the dispute within ten (10) business days after Monitor's receipt of the Inaccuracy Objection, then, within ten (10) additional business days, Joint Venture shall either commence legal proceedings to resolve the Inaccuracy Objection or be deemed to have waived the Inaccuracy Objection.
 - vii. If, by the April 30 due date of the Monitor Report in question, Joint Venture and Monitor have not resolved the Inaccuracy Objection and Joint Venture has not waived such Inaccuracy Objection, then: (a) the portion of the Report at issue in the Inaccuracy Objection shall be redacted and shall not be subject to any Publication until the completion of any legal proceedings commenced by Joint Venture to resolve the Inaccuracy Objection, (b) a redacted copy of the Report, including all other portions of the Report, shall be subject to Publication, and (c) Monitor's redaction and non-production of the portion of the Report at issue in the Inaccuracy Objection during the pendency of such legal proceedings shall not be deemed to constitute a breach by Joint Venture or Monitor of its respective obligations under the Enforcement Agreement. In no event shall Monitor be liable for any inaccurate information provided to Monitor by Joint Venture.
- H. Monitor agrees not to acquire or attempt to acquire possession of, nor to duplicate Confidential Information, whether made available electronically on a limited-access basis through a website of Joint Venture, Portage, LifePoint, or any of their respective legal counsel or in hard copy for inspection only. Monitor will not attempt to download, "screen print" or otherwise reproduce, or otherwise attempt to acquire possession of, Confidential Information. The foregoing limitation shall not extend to Confidential Information that is contained in any computer files or documents that have been created as a result of automatic archiving and backup procedures. Information previously produced to the Attorney General by Joint Venture, Portage or LifePoint under an agreement that such information would be kept confidential shall be deemed Confidential Information for purposes of this Agreement without necessity of any other action on the part of Joint Venture, Portage or LifePoint.
- I. Monitor expressly acknowledges and agrees that any breach of the provisions of this Section 2 will cause irreparable injury to Joint Venture and/or one or more Joint Venture Affiliates and that actual damages may be difficult to ascertain, and in any event, will or may be inadequate. Accordingly (and without limiting the availability of legal or equitable (including injunctive) remedies under any other provisions of this Agreement), Monitor agrees that in the event of any such breach or threat thereof, Joint Venture and/or any Joint Venture Affiliate shall be entitled, as a matter of course, without necessity of bond, and immediately upon presentation to the court of an executed copy of this Agreement, to an injunction, restraining order, writ of mandamus or other equitable relief from any court of competent jurisdiction, enforcing and restraining any violation or threatened violation of any of provisions of this Section 2 by Monitor and all such other persons as the court shall order, and Monitor hereby expressly and irrevocably consents to the entry of orders and/or writs

granting Joint Venture and/or any Joint Venture Affiliate such relief. The rights and remedies provided for herein are cumulative and will be in addition to rights and remedies otherwise available to Joint Venture and/or any Joint Venture Affiliate provided elsewhere in this Agreement and under any other agreement or applicable law. The injunctive relief provisions of this Section 2 supersede and govern over any conflicting provision of this Agreement.

3. Notice

All written notices to the Parties required under this Agreement must be addressed to:

Monitor:

Stout Risius Ross
4000 Town Center, 20th Floor
Southfield, MI 48075
Fax No. 248-208-8822
Attention: Jay B. Wachowicz, CFA

Joint Venture:

Portage Holding Company, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, TN 37027
Fax No.: 615-372-8572
Attention: General Counsel

with copies (which shall not constitute notice) to:

Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219
Fax No. 615-244-6804
Attention: W. Kenneth Marlow, Esq.

and

Plunkett Cooney
38505 Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304
Fax No. 248-901-4040
Attention: Mark S. Kopson, 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; provided, however,

that delivery of a copy of a notice to the persons identified above to receive a copy shall not constitute satisfaction of the notice requirements of this Section 3.

4. Severability

If any provision of this Agreement is held or determined to be illegal, invalid, or unenforceable and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby; (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised part of this contract; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the severance of the illegal, invalid, or unenforceable provision; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

5. Amendment

This Agreement can be amended only by a writing executed by each of the Parties.

6. Waiver

Any waiver by any Party of any breach by another Party shall not be deemed to be waiver against a different Party or waiver of any subsequent or continuing breach.

7. Execution

This Agreement may be executed in any number of counterparts, all of which taken together constitute one contract, and any of the Parties may execute this contract by signing any one counterpart. 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 and PDF shall be deemed to be their original signatures for any purposes whatsoever.

8. Governing Law and Jurisdiction

This Agreement shall be subject to, applied, and interpreted according to the laws of the State of Michigan. No action shall be commenced against the Department of Attorney General or the Attorney General, his designee, agents or employees, or against any Party to this Agreement, in any courts other than a court of competent jurisdiction in the State of Michigan. In addition to each Party consenting to the jurisdiction of any court in the State of Michigan, each Party waives any objection to venue laid therein and any defense or inconvenient forum regarding the maintenance of any action or proceeding so brought.

9. Entire Agreement

This Agreement, together with the Enforcement Agreement, represents the entire agreement among the Parties and supersedes all proposals and prior agreements, oral and written, and all other communications among the Parties relating to the matters described herein.

10. Authority to Bind Principal

Each individual who signs this Agreement covenants that he or she has power to bind the principal.

Signatures appear on next page.

In Witness Whereof, the Parties hereto execute this Agreement effective as of the Effective Date.

Stout Risius Ross, Inc. (“Monitor”)

By: _____

Its: _____
Dated: _____

Portage Holding Company, LLC (“Joint Venture”)

By: _____

Its: _____
Dated: _____

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