

CONFIDENTIALITY AND NON-DUPLICATION AGREEMENT

Portage Health (“Portage”), LifePoint Holdings 2, LLC (“LifePoint”) and Cain Brothers & Company, LLC, (“Expert”) hereby enter into the following confidentiality And Non-Duplication Agreement (“Agreement”):

Recitals

A. The Michigan Attorney General (“Department”) has engaged Expert to assist the Department in reviewing a proposed transaction between Portage and LifePoint pursuant to a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL AND CAIN BROTHERS & COMPANY, LLC of even date herewith, to which this Agreement is attached hereto as **Exhibit B** (the “Expert Contract”).

B. In connection with the services to be performed by Expert, Portage and LifePoint will provide Expert with access to various documents.

C. Pursuant to a CONTRACT BETWEEN THE DEPARTMENT OF ATTORNEY GENERAL, CAIN BROTHERS & COMPANY, LLC, LIFEPOINT HOLDINGS 2, LLC, PORTAGE HEALTH, and BELL MEMORIAL of even date herewith (the “Payment Contract”), Portage and LifePoint shall have the right to identify certain documents as Confidential. As to such documents, Portage and LifePoint may provide “view only” access, via a password-protected website, to Expert and the Department, and those entities shall not take possession of such documents, subject to the terms and conditions of the Payment Contract.

NOW, THEREFORE, it is agreed as follows:

1. Expert agrees as follows with respect to documents identified as Confidential by Portage or LifePoint: Expert agrees not to acquire or attempt to acquire possession of, nor to duplicate, material conspicuously marked “Confidential” by Portage or LifePoint (“Confidential Information”), whether made available electronically on a limited-access basis through a website of Portage, LifePoint, or any of their respective legal counsel or in hard copy for inspection only. Without limitation, Expert will not attempt to download, “screen print” or otherwise reproduce, or otherwise attempt to acquire possession of, Confidential Information. Information previously produced to the Department by 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 Portage or LifePoint. Notwithstanding the foregoing, Expert will not be precluded from using, referencing, or retaining notes or excerpts from Confidential Information as it may deem reasonably necessary in the performance of its contractual obligations to the Department; and Expert may retain a copy of any Confidential Information in its possession other than that obtained through a violation of this Agreement, pursuant to its legal or regulatory obligations for document archival.

2. As a condition to Portage or LifePoint providing Confidential Information or granting access to Confidential Information to Expert, Expert agrees to treat any and all such

Confidential Information from or about Portage or LifePoint as confidential and proprietary to Portage or to LifePoint, as the case may be. Except as expressly provided in this Agreement or as required by law, Expert shall keep confidential and shall not disclose Confidential Information, including any Confidential Information retained pursuant to the preceding paragraph, to any person or entity other than the Department in accordance with the Expert Contract.

3. If, after completion of its engagement by the Department, Expert is required by applicable law, rule, regulation, or code of professional ethics or standards (e.g. USPAP), to have access to any Confidential Information made available to it pursuant to the Payment Contract, then the Department, Portage, and LifePoint shall make such Confidential Information available to Expert electronically on a limited-access basis through a website of Portage, LifePoint, or any of their respective legal counsel, provided that the provisions of Sections 1 and 2 of this Agreement shall continue to apply to such Confidential Information and provided further that Expert shall notify the Department, Portage, and LifePoint when Expert no longer requires such access and upon receipt of such notice, the Department, Portage, and LifePoint shall terminate Expert's access to the Confidential Information.

4. Release. LifePoint Holdings, 2, LLC ("LifePoint Holdings") acknowledges that Cain Brothers & Company, LLC ("Expert") has been engaged by the Department to provide the Expert Services (as defined in the Expert Contract). Expert represents and warrants that it has provided and will provide such Expert Services in accordance with the Expert Contract. Expert further represents and warrants that, in its judgment, it does not have any actual conflicts of interest that would prevent it from providing such Expert Services in a fair and impartial manner. In reliance upon the accuracy of such representations and warranties, LifePoint Holdings hereby agrees to release Expert from any claims, damages, liabilities, costs or expenses LifePoint Holdings or any of its affiliates has or hereafter may have against Expert in connection with the provision of Expert Services, except with respect to (i) any material breach of Expert's obligations pursuant to this Agreement; or (ii) any gross negligence, intentional misconduct or fraudulent statements made by Expert in connection with the provision of such Expert Services.

5. This Agreement may be executed in counterparts, and/or by facsimile and/or e-mail scan, and if so executed shall be fully valid and binding.

Signatures appear on next page.

6. Authorized Signatures.

Dated: _____
Paul Hannah
Senior Vice President
Strategic Growth and Development
LifePoint Holdings 2, LLC

Dated: _____
James Bogan
Chief Executive Officer and President
Portage Hospital

Dated: _____
Carsten Beith
Managing Director | Co-Head Tax-Exempt M&A
Cain Brothers & Company, LLC

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