

Duke LIFEPOINT
HEALTHCARE

February 15, 2015

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"), dated as of September 25, 2014, by and among the Michigan Department of Attorney General, MGH Wind Down, Inc. f/k/a Marquette General Hospital, Inc., DLP Marquette Holding Company, LLC ("DLP"), LifePoint Hospitals, Inc., Superior Health Foundation, 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, 2014 and December 31, 2014.

Concurrent with the submission of the enclosed Certificate of Compliance, pursuant the MCE Agreement, DLP 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 R. Hannah
Senior Vice President
Strategic Growth and Development

330 Seven Springs Way, Brentwood, Tennessee 37027
Phone 615.920.7000

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RECEIVED

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Dept. of Attorney General
Consumer Protection - Estates

DLP MARQUETTE HOLDING COMPANY, LLC

CERTIFICATE OF COMPLIANCE

Pursuant to that certain Monitoring, Compliance and Enforcement Agreement (the "MCE Agreement"), dated as of September 25, 2014, by and among the Michigan Department of Attorney General, MGH Wind Down, Inc. f/k/a Marquette General Hospital, Inc. ("MGH"), DLP Marquette Holding Company, LLC ("DLP"), LifePoint Hospitals, Inc., Superior Health Foundation, and Stout Risius Ross, Inc. ("Monitor"), I, Edward Banos, do hereby certify that I am the duly elected, qualified and acting officer of DLP, and further certify that during the period between January 1, 2014 and December 31, 2014:

1. **Indigent Care.** Pursuant to Section 9.9 of the Purchase Agreement, DLP has caused the Hospital to institute, maintain and adhere to MGH's policies for the treatment of indigent patients prior to Closing (as defined in the Purchase Agreement), subject to any changes necessary to comply with applicable Legal Requirements (as defined in the Purchase Agreement) and the implications of healthcare reform legislation.
2. **Capital Plan.** Pursuant to Section 9.10 of the Purchase Agreement and Section 2(I) of the MCE Agreement, DLP and MGH have developed and agreed upon the Capital Plan. Furthermore, DLP has complied with the Capital Plan as agreed upon by DLP and MGH.
3. **Capital Commitment.** Pursuant to Section 9.10 of the Purchase Agreement, DLP has expended \$44,460,892 in capital expenditures as part of its Capital Commitment in compliance with the Capital Plan. For clarification purposes, pursuant to Section 9.10 of the Purchase Agreement and Section 2(I) of the MCE Agreement, DLP's compliance with the Capital Commitment does not require that the aggregate commitment be fulfilled on a pro-rated basis during the Commitment Period (as defined in the Purchase Agreement).
4. **Physician Recruitment Commitment.** Pursuant to Section 9.11 of the Purchase Agreement, DLP has expended \$8,365,879 to recruit and support new physicians in connection with the business or operations of the Hospital Facilities (as defined in the Purchase Agreement) in accordance with the Physician Recruitment Commitment Methodologies attached as Appendix 4 to the MCE Agreement.

As reflected on the Estimated Foundation Proceeds Certificate at the Closing (as defined in the Purchase Agreement), the aggregate amount of the Capital Commitment and the Physician Recruitment Commitment was reduced to \$321,718,000 as a result of the offsets pursuant to Sections 9.18 and 10.7 of the Purchase Agreement.

5. **Continuation of Services.** Pursuant to Section 9.15 of the Purchase Agreement, DLP continued to provide, in all material respects, and enhanced important healthcare services and programs described in Schedule 9.15 to the Purchase Agreement (the "Core Services").
6. **Restriction on Sale of the Hospital.** Pursuant to Section 9.17 of the Purchase Agreement, DLP has not sold the assets of the Hospital to a third party.
7. **Amendment to the Purchase Agreement.** The Purchase Agreement and its schedules and exhibits, including DLP's post-Closing commitments therein, have not been amended.

8. **Required Documents.** Pursuant to Section 2(A)(iii) of the MCE Agreement, DLP has submitted the Required Documents to the 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 February 13, 2015.

DLP MARQUETTE HOLDING COMPANY, LLC

By: 

Name: Edward Banos

Title: Chief Executive Officer