

Exhibit A
Ancillary Facilities

To be completed post-signing

Exhibit B
Other Businesses

Rampart Emergency Medical Services, Inc.,
Mattson Management Group, LLC

Exhibit C
Included Joint Ventures

Marquette County EMS Medical Control Authority
Chippewa Medical Associates, Inc.
Ontonagon Community Health Center, Inc.
Peninsula InfoMed, L.L.C.
Ice Lake Medical Arts Building, Inc.
U.P. Imaging Management Services, LLC

WARRANTY DEED

MARQUETTE GENERAL HOSPITAL, INC., a/k/a Marquette General Health Systems,
a Michigan non-profit corporation (Grantor)

whose address is 420 W. Magnetic Street, Marquette, Michigan 49855

Conveys and Warrants to

DLP MARQUETTE HOLDING COMPANY, LLC, a Delaware limited liability company
(Grantee)

whose address is _____

the following described premises situated in the City of Marquette, 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 _____, 2012.

**MARQUETTE GENERAL HOSPITAL,
INC., a Michigan non-profit corporation**

By: _____
Name: _____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of ____ 2012, by _____ of Marquette General Hospital, Inc., a Michigan non-profit 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 _____, 2012, and effective as of 12:01 am Eastern Time on _____, 2012, by and among DLP Marquette Holding Company, LLC, a Delaware limited liability company ("Buyer"), and Marquette General Hospital, Inc., a Michigan nonprofit corporation ("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of _____, 2012 (the "Purchase Agreement"), pursuant to which Buyer will acquire substantially all of the assets of Seller associated with or employed in the conduct of the Businesses (excluding any Excluded Assets).

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 does hereby irrevocably and unconditionally sell, transfer, convey and deliver to Buyer, its successors and assigns forever, all of its right, title and interest in and to the Assets (other than the Assumed Contracts and those certain Assets conveyed to DLP Marquette Physician Practices, [____], a Michigan [_____] in a separate General Bill of Sale and Assignment), free and clear of any Encumbrances (other than Permitted Encumbrances and the 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 hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, in the name of Seller 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 Seller 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 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 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.

SELLER:

MARQUETTE GENERAL HOSPITAL, INC.

By: _____

Name: _____

Title: _____

BUYER:

DLP MARQUETTE HOLDING COMPANY, LLC

By: _____

Name: _____

Title: _____

**FORM
OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is entered into as of _____, 2012, and effective as of 12:01 am Eastern Time on _____, 2012, by and among DLP Marquette Holding Company, LLC, a Delaware limited liability company ("Buyer"), and Marquette General Hospital, Inc., a Michigan nonprofit corporation ("Seller").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of _____, 2012 (the "Purchase Agreement"), pursuant to which Buyer will acquire substantially all of the assets of Seller associated with or employed in the conduct of the Businesses (excluding the Excluded Assets); and

WHEREAS, in connection with the Purchase Agreement, (i) Seller 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 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 hereby assigns, transfers and conveys to Buyer all of Seller's interest in and to the Assumed Contracts (except those Assumed Contracts assigned to DLP Marquette Physician Practices, [____], a Michigan [____] in a separate Assignment and Assumption Agreement).

3. Assumption of Obligations. Buyer hereby accepts the assignment from Seller 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 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 Seller 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 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.

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.

SELLER:

MARQUETTE GENERAL HOSPITAL, INC.

By: _____

Name: _____

Title: _____

BUYER:

DLP MARQUETTE HOLDING COMPANY, LLC

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 ____, 2012, and effective as of ____, 2012 (the "Effective Date"), by and among DLP Marquette Holding Company, LLC, a Delaware limited liability company ("Assignee"), and Marquette General Hospital, Inc., a Michigan nonprofit corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of ____, 2012 (the "Purchase Agreement"), pursuant to which Assignee will acquire substantially all of the assets of Assignor associated with or employed in the conduct of the Businesses (excluding any Excluded Assets) and will assume certain liabilities relating to the Hospital Facilities;

WHEREAS, Assignor is the landlord with respect to various leases for property located at the Hospital 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 all obligations arising under or resulting from the Leases first arising or accruing on or after the Effective Date. Assignor retains and agrees to pay, perform and/or discharge in accordance with their terms, all obligations arising or resulting from the Leases arising or accruing prior to the Effective Date.
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. **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.

ASSIGNOR:

MARQUETTE GENERAL HOSPITAL, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

DLP MARQUETTE HOLDING COMPANY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Leases

[TBD]

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

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment Agreement") is entered this ____ day of _____, 2012, and effective as of _____, 2012 (the "Effective Date"), by and among DLP Marquette Holding Company, LLC, a Delaware limited liability company ("Assignee"), and Marquette General Hospital, Inc., a Michigan nonprofit corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of _____, 2012 (the "Purchase Agreement"), pursuant to which Assignee will acquire substantially all of the assets of Assignor associated with or employed in the conduct of the Businesses (excluding any Excluded Assets) and will assume certain liabilities relating to the Hospital Facilities;

WHEREAS, Assignor is the tenant with respect to various leases for property located at the Hospital 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 all obligations arising under or resulting from the Leases first arising or accruing on or after the Effective Date. Assignor retains and agrees to pay, perform and/or discharge in accordance with their terms, all obligations arising or resulting from the Leases arising or accruing prior to the Effective Date.

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. **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.

ASSIGNOR:

MARQUETTE GENERAL HOSPITAL, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

DLP MARQUETTE HOLDING COMPANY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Leases

[TBD]

**FORM
OF
NON-COMPETE AGREEMENT**

THIS NON-COMPETITION AGREEMENT (this "Agreement") is made as of _____, 2012, effective as of the Effective Time, by and among Marquette General Hospital, Inc., a Michigan nonprofit corporation ("Seller"), and DLP Marquette Holding Company, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, prior to the Effective Time, Seller owned and operated Marquette General Hospital, a 307-bed acute care hospital located at 580 W. College Avenue, Marquette, Michigan (the "Hospital") and the ancillary facilities set forth on Exhibit A attached hereto (the "Ancillary Facilities"), and owned, leased, managed or otherwise operated the businesses set forth on Exhibit B attached hereto (the "Other Businesses" and, together with the Hospital and the Ancillary Facilities, the "Hospital Facilities");

WHEREAS, Seller owned an outstanding ownership, membership, directorship, equity or other interests of the joint ventures set forth on Exhibit C attached hereto (each a "Joint Venture");

WHEREAS, Seller owned a 56% membership interest in (i) Upper Peninsula Health Plan, Inc. ("UPHP"), a Michigan business corporation that is a qualified health plan and holds a certificate of authority from the Michigan Office of Financial Insurance and Regulation ("OFIR") to operate a health maintenance organization in the State of Michigan, and (ii) Upper Peninsula Managed Care, LLC, a Michigan limited liability company, that holds a license as a resident producer from OFIR and a certificate of authority to operate as a third-party administrator from OFIR ("UPMC" and, together with UPHP and the business of UPMC and UPHP, the "Health Insurance Business");

WHEREAS, Seller owned a 50 % membership interest in Upper Peninsula Health Education Corp., a Michigan nonprofit corporation ("UPHEC"), which operates a post-secondary medical education program doing business as Michigan State University College of Human Medicine Upper Peninsula Region (the "Medical Education Program" and, together with the Hospital Facilities, the Joint Ventures, UPMC, UPHEC, the Health Insurance Business and UPHEC, the "Businesses");

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of _____, 2012 (the "Purchase Agreement"), which provides for, among other matters, (a) the sale by Seller of the Assets; (b) the assumption by Buyer of certain liabilities associated with the Assets; and (c) certain covenants and capital commitments relating to the business and operation of Buyer and the Businesses following the Closing;

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

WHEREAS, Buyer has a legitimate business interest and right in protecting the Businesses 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 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 Businesses, 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, medical education program or other current businesses of the Businesses (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. Non-Solicitation. During the Restricted Period, Seller will not, directly or indirectly, (a) solicit any person or entity that is a patient or customer of Seller, Buyer, the Businesses or their subsidiaries or affiliates immediately prior to or following the Closing to purchase any goods or services sold by, or competitive with a type sold or provided by Buyer or the Businesses or their subsidiaries or affiliates; (b) solicit, recruit or hire any employee of Buyer, the Businesses or their subsidiaries or affiliates or any person, unless such person's employment was involuntarily terminated by such employer; or (c) solicit or encourage any employee of Buyer, the Businesses or their subsidiaries or affiliates, including without limitation Employer and Physician Employer, to leave the employment of Buyer, the Businesses or their subsidiaries or affiliates, including without limitation Employer and Physician Employer.

4. Confidential Information.

(a) Seller hereby acknowledges that all Confidential Information will be the property of Buyer and the Businesses following the date hereof. For purposes of this Agreement, "Confidential Information" shall mean confidential information, knowledge and data that was sold by Seller as an Asset to Buyer pursuant to the Purchase Agreement or that is disclosed by Buyer, the Businesses or their representatives to Seller that relates to the business, products and/or services of Buyer, the Businesses or their 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 either Seller or the Businesses in breach of this Agreement or

in breach of any similar covenant made by Seller prior to entering into this Agreement, (ii) is acquired by Seller from a source other than Buyer who was not known by Seller to owe a duty of confidentiality to Buyer, or (iii) was in the possession of Seller prior to the disclosure thereof by Buyer or their representatives, but excluding confidential information that was contributed by Seller as an Asset under the Purchase Agreement.

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

(c) Seller 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 from disclosing or utilizing such Confidential Information in connection with exercising its rights and performing its obligations under the Purchase Agreement and each of the agreements contemplated thereby.

(d) Seller will not disclose to anyone the contents of this Agreement; provided, however, that Seller may disclose such information (i) only to the extent it is compelled to disclose such information or else stand liable for contempt or suffer censure or penalty by a governmental entity or (ii) in connection with legal proceedings between the parties only to the extent necessary to enforce or protect its rights pursuant to this Agreement.

(e) The covenants set forth in this Section 4 shall continue to be binding upon Seller without any limitation as to time.

5. Interpretation.

(a) The covenants in Sections 2, 3 and 4 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 the Businesses and are no greater than required for reasonable protection of Buyer and the Businesses and their ability to maintain the benefit of the goodwill contributed (directly or indirectly) through the acquisition of the Assets. Seller agrees and acknowledges that the violation of the covenants or agreements in Sections 2, 3 or 4 would cause irreparable injury to Buyer and the Businesses 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 is prohibited from engaging in certain activities pursuant to Sections 2, 3 and 4 hereof shall be extended by any length of time during which Seller 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 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, 3 and 4 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.

6. Non-Disparagement. At all times following the date hereof, neither party shall, whether in writing or orally, criticize or disparage the other party, its business or any of their respective affiliates or any of their respective current or former affiliates, directors, officers, members, partners, employees, agents or representatives.

7. Representations and Warranties. Seller hereby represents and warrants that this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller 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.

8. Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by Buyer and Seller 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.

9. 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:

If to Buyer:

DLP Marquette Holding Company, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Fax No.: 615-695-8414
Attention: General Counsel

with a copy to:

Duke University Health System, Inc.
3100 Tower Blvd., Suite 600, Box 80
Durham, North Carolina 27707
Fax No.: 919-493-9159
Attention: Paul Lindia

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.

Duke University Health System, Inc.
Office of Counsel
310 Blackwell Street, 4th Floor
Durham, North Carolina 27701
Fax No.: 919-684-8725
Attention: Christy M. Gudaitis, Esq.

If to Seller:

Marquette General Health System
420 West Magnetic Street
Marquette, Michigan 49855
Fax No. 906-225-3084
Attention: Jerry Worden

with a copy to:

McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons Corner, Virginia 22102-4215
Fax No. 703-712-5209
Attention: Thomas C. Brown, Jr., 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 written notice to the other parties.

10. 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.

11. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer and Seller. Seller 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.

12. 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.

13. 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 of PDF shall be deemed to be their original signatures for any purposes whatsoever.

14. 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.

SELLER:

MARQUETTE GENERAL HOSPITAL, INC.

By: _____

Name: _____

Title: _____

BUYER:

DLP MARQUETTE HOLDING COMPANY, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Michigan Counties

Alger
Baraga
Chippewa
Delta
Dickinson
Gogebic
Houghton
Iron
Keweenaw
Luce
Mackinac
Marquette
Menominee
Ontonagon
Schoolcraft

CERTIFICATE OF NON-FOREIGN STATUS

TO: [buyer] _____, a _____

FROM: [seller] _____, 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

TO: _____ (“Lessee”)

RE: Lease Agreement (the “Lease”) with Marquette General Hospital, Inc. (“Lessor”)

The undersigned Lessee understands that Lessor intends to sell substantially all of its assets to DLP Marquette Holding Company, LLC (“Successor”). 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 _____, Lessor has asserted no claim of default in the payment of rent or other charges payable by Lessee and has asserted no claim against Lessee for breach or default under the Lease. To Lessee's knowledge, there is no default by Lessee under the Lease and no event has occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Lessee 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 Lessee's knowledge, Lessor 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 Lessor. Lessee has no claim of offset or defense against the payment of rent and other charges due under the Lease.

10. The Premises and improvements thereto required to be furnished by Lessor according to the Lease have been duly delivered by Lessor in accordance with the Lease.

11. Neither Lessee, nor any principal of Lessee, has entered into any sublease, assignment, contract of sale, or any other contractual agreement, written or oral, agreeing to transfer or acquire any of Lessee's interest in the Lease, or the Premises leased by Lessee under the Lease.

12. Lessee has not filed, and is not the subject of any filing, for bankruptcy or reorganization under federal bankruptcy laws.

13. Lessee is receiving no free rent or other concessions or inducements in connection with its tenancy under the Lease not expressly set forth in the Lease.

14. 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 Lessor.

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

16. The undersigned are each a duly authorized officer of their party, with full power and authority to execute this letter on behalf thereof.

Dated this the ____ day of _____, 201_.

Lessee

By: _____

Its: _____

Estoppel Certificate and Consent

TO: _____ (“Lessor”)

RE: Lease Agreement (the “Lease”) with Marquette General Hospital, Inc. (“Lessee”)

The undersigned Lessor understands that Lessee intends to sell substantially all of its assets to DLP Marquette Holding Company, LLC (“Successor”). 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 are each a duly authorized officer of their party, with full power and authority to execute this letter on behalf thereof.

Dated this the ____ day of _____, 201_.

Lessor

By: _____

Its: _____

**FORM OF
LIMITED POWER OF ATTORNEY
FOR USE OF PHARMACY LICENSES,
DEA AND OTHER REGISTRATION NUMBERS,
AND DEA ORDER FORMS**

Marquette General Hospital, Inc. d/b/a Marquette General Hospital, an acute care hospital located at 580 W. College Avenue, Marquette, Michigan 49855 (“**Seller**” or “**Operator**”), is licensed to operate a pharmacy under the laws of the State of Michigan under License Number [_____] and is authorized under DEA registration number [_____] 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 DLP Marquette Holding Company, LLC (“**Agent**”), as the Operator’s agent and true and lawful attorney-in-fact for the purposes of utilizing Operator’s pharmacy licenses, DEA registrations, and any other registrations required under the laws of the United States or the State of Michigan to continue pharmacy operations located at 580 W. College Avenue, Marquette, Michigan 49855 (the “**Pharmacy**”). Agent may act in this capacity until such time as Agent or its designee obtains new pharmacy licenses, DEA registrations and such other registrations for the Pharmacy 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 new pharmacy licenses, DEA registrations and such other registrations 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, and to carry out the controlled substance activities of the Pharmacy under Seller’s DEA registration.

The Operator recognizes that it remains legally responsible for the pharmacy licenses and DEA and other registrations 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, as soon as practicable.

This Limited Power of Attorney For Use of Pharmacy Licenses, DEA and Other Registration Numbers 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 Pharmacy Licenses, DEA and Other Registration Numbers and DEA Order Forms as of the [] day of [], 2012, to be effective as of 12:01 a.m. Eastern Time on the [] day of [], 2012.

OPERATOR:

Marquette General Hospital, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

AGENT:

DLP Marquette General Hospital, LLC

By: _____

Name: _____

Title: _____

WITNESSES:

1. _____

2. _____

Exhibit 9.9
Indigent Care Policy

See attached.

**MARQUETTE GENERAL HEALTH SYSTEM
MARQUETTE, MICHIGAN**

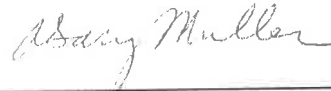
**SUBJECT: Financial Assistance for
Uninsured Patients**

POLICY NO: 100-087

EFFECTIVE DATE: 7/24/2000

REVISION DATE: 11/01/08, 6/22/11

DISTRIBUTION: All Departments



Authorized By
A. Gary Muller, FACHE
President & CEO

POLICY: MGHS shall fulfill its charitable mission by providing medically necessary healthcare services to all individuals without regard to their ability to pay. MGHS shall provide fair discounts and financial protection to low income uninsured U.S. citizens.

SCOPE: This policy applies to services rendered at MGHS Hospital campus.

PROCEDURE: MGHS is committed to meeting the needs of everyone in their communities, including those who cannot pay for their care and are uninsured. Similarly, patients who are able to pay have an obligation to pay and providers have a duty to seek payment from these individuals.

1. Financial assistance will be available for medically necessary services provided to persons who meet the financial and documentation criteria defined in this policy. This policy does not apply to payment arrangements for cosmetic, bariatric or special package pricing procedures.
 - 1.1 Patient Access personnel will attempt to identify uninsured patients prior to or at time of Admission and will refer those patients to a Financial Counselor or other MGHS designee.
 - 1.2 Full financial assistance shall be provided to uninsured patients earning 200% or less of the Federal Poverty Income Guideline (FPIG).
 - 1.3 For financially needy uninsured patients earning 200% and above of the FPIG financial assistance discount shall be provided based on the below table.

FPI Level	Less than 200%	Greater than or equal to 200% but less than 225%	Greater than or equal to 225% but less than 250%	Greater than or equal to 250% but less than 275%	Greater than or equal to 275% but less than 300%	300% and above
Financial Discount	100%	85%	60%	45%	25%	10%

PUBLIC ASSISTANCE PROGRAMS

1. Any patient seeking financial assistance must complete applications for all eligible public assistance programs including but not limited to Medicaid and Local County care Programs. Patients must complete and follow through with all of the application requirements. If MGHS refers patient to an outside agency for the purpose of obtaining assistance the patient must fully cooperate with the Agency.
2. Documented responses from all public assistance programs applied for must be on file in order for a final financial assistance determination to be made.
 - 2.1 MGHS staff or designee will evaluate all uninsured inpatients and outpatients to determine if they may be eligible for Medicaid or other county care programs
 - 2.2 If the patient is a resident of Michigan and meets MGHS criteria for referral, MGHS Social Work staff or designee will help the patient complete and submit the application for Medicaid.

FINANCIAL ASSISTANCE APPLICATION GUIDELINES

1. All inpatient and hospital based facility outpatient accounts exceeding \$1000 are eligible for financial assistance.
2. A patient must complete or attempt to complete a financial assistance application to be considered eligible for financial assistance including the following patient populations, any exception to this requirement must be approved by the Chief Financial Officer (CFO):
 - Homeless
 - Non-English Speaking
 - Nursing Home, Assisted Living, Living with a Care Giver
 - Patients unable to read or write
3. Patients who are uninsured U.S. citizens, not eligible for public assistance, and have no other means to pay for medically necessary services, should be offered a financial assistance application prior to service or at the time of service.
4. Elective services such as Cosmetic, Bariatric, or special packaging procedures are not eligible for financial assistance.
5. Deductibles and coinsurance amounts are not eligible for financial assistance.
6. Financial assistance will not be considered on accounts that have been sent to a collection agency.
7. A financial assistance application must be submitted within 60 days of discharge to be considered for financial assistance. Exception will be made for any agency referral made by MGHS.
8. Eligibility for financial assistance may be determined at any point in the revenue cycle.
9. Falsification of application or refusal to cooperate with the application process will result, in denial of financial assistance.
10. Marquette General Health System reserves the right to change benefit determinations if the patient's financial circumstances change.
11. Financial assistance applications will expire after six months. After six months a new financial assistance application will need to be completed by the patient.
12. If a patient or immediate family member disagrees with the financial assistance determination an appeal can be made.
 - a. The appeal must be in writing.
 - b. The appeal must be made within 30 days of receiving notification of the determination.
 - c. MGHS will consider the appeal.

- d. MGHS will respond within 30 days of receiving an appeal.

FINANCIAL ASSISTANCE ELIGIBILITY

Patient eligibility for financial assistance will be based on the following information:

1. All third party resources and non-hospital financial aid programs, including public assistance available through Medicaid, in which the patient is enrolled.
Note: As stated above, all public assistance programs must be exhausted before financial assistance can be provided.
2. Components on the financial assistance application:
 - Income from all sources living within the patient's household. Gross income for the most recent pay periods needs to be provided. Pay stubs for the past three months should be provided as proof of gross income.
 - Self-employed applicants, company's most recent Income Statement.
 - Resources from savings and checking accounts, certificates of deposit, stocks, bonds, real estate, trusts, etc.
 - Retirement income.
 - 50% of Pension/Retirement fund will be considered an asset.
 - Assets including home, cars, boats, and any other vehicles.
 - Monthly expenses.
 - Number of dependents.
 - Copy of last filed federal tax return.

FINANCIAL ASSISTANCE PROGRAM ADMINISTRATION

Marquette General Health System's financial assistance benefits will be administered according to the following guidelines:

1. Upon receiving a financial assistance application a Financial Counselor or Hospital designee will review the patient's accounts to identify all unresolved balances.
2. The patient's application, federal income tax forms, supporting financial documentation, and remaining account balances will be reviewed and verified by the Financial Counselor or Hospital designee to determine the patient's annual household income and total outstanding account balances.
3. To determine if the patient/guarantor qualifies for financial assistance, the Financial Counselor, Hospital designee or Business Office Manager will consider the following:
 - Poverty Level
 - Income versus Necessary Expenses
 - Medicaid eligibility will always be run, unless the patient is not a resident of Michigan
 - A credit report will be obtained.
 - Living arrangements / Home Life situation
 - Difference between poverty level and total annual income
 - Conversations with patient or patient's family
4. The patient's annual household income and number of dependents will be used to identify if the patient is eligible for financial assistance based on the FPLIG Level.
 - If the patient has a household income less than or equal to 200% of the Federal Poverty Level ("FPL"), he/she will be eligible for a 100% write off for services that have been provided at the Hospital main campus.
 - If the patient has a household income level above 200% of the FPL the patient will receive a discount on the services provided to them based on a sliding scale.
 - Assets above \$5,000 will be recognized as potential income.

5. All decisions and recommendations for financial assistance should be documented on the financial assistance application.
6. The financial assistance application is maintained confidentially by the Financial Counselor whether approved or denied, and retained in the Financial Counselor's Office.
7. Financial assistance applications will randomly be pulled by the Financial Counselor Supervisor to be reviewed for accuracy, information, etc.
8. Financial assistance applications verifying eligibility will be kept on file for at least 1 year for auditing purposes.
9. Anyone who applies for financial assistance consideration shall receive a written reply by the Financial Counselor or Hospital designee indicating approval, or non-approval of the request.
10. Depending upon the Financial Assistance adjustment amount approval maybe necessary before handling the completion of the adjustment. For authorization write off amounts see attachment.

Attachments: Write-off Authorization
Financial Assistance Application

WRITE OFF AUTHORIZATION

Write Off Amount	Write-off Authority	Responsibility
Under \$10,000	Business Office Director	<p><u>Financial Counselor or Hospital Designee</u>: Gathers data, assures completion of form. Follows time guidelines. Ensure all necessary follow-up steps are completed prior to writing off an account.</p> <p><u>Business Office Supervisor</u>: Secondary review will be completed via a spot-checking. Ensures all necessary follow-up steps were completed prior to writing off an account, account notes are clear and the appropriate transaction code is used.</p> <p><u>Business Office Director</u>: Director approval via documented system notes and sign off on the Adjustment Request Form.</p>
Above \$10,000	CFO	<p><u>Financial Counselor or Hospital Designee</u>: Gathers data, assures completion of Form. Follows time guidelines. Ensure all necessary follow-up steps are completed prior to writing off an account.</p> <p><u>Business Office Director</u>: Director approval via documented system notes and sign off on the Adjustment Request Form. If approved for write-off, all account documentation will be printed out and delivered to the CFO. If CFO approves, ensure all necessary follow-up steps are completed prior to writing off an account, account notes are clear and the appropriate transaction code is used.</p> <p><u>CFO</u>: CFO approval and Business Office Director will document the system notes, and sign off on the Adjustment Request Form.</p>



FINANCIAL ASSISTANCE APPLICATION

PATIENT INFORMATION

Name: _____ Visit ID#: _____

Social Security #: _____ Date of Birth: _____ Home Ph#: _____

Work #: _____ Cell #: _____

Address: _____
(City) (State) (Zip)

Mailing address: _____
(City) (State) (Zip)

Check Employment Status: ☐ Retired ☐ Disabled ☐ Unemployed ☐ Student ☐ Dependent ☐ Self

Patient's Employer: _____ How Long Employed? _____

Employer's Address: _____

Employer's Phone #: _____ Occupation: _____

Total Monthly Income \$: _____ Other Household Income \$: _____

Indicate Source of other Income: ☐ Alimony ☐ Child Support ☐ Spouse ☐ Other: _____

GENERAL INFORMATION:

List all people living in the household, their relation to applicant and date of birth.

Name	Relationship	Date of birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Medicaid Application Date: _____ Reason for denial: _____
(Attach copy of denial)

FINANCIAL INFORMATION:

Bank: _____ City, State, Zip: _____

Checking Acct. Balance \$: _____ Savings Acct. Balance \$: _____ (Attach 30 day Statement)

Do you own your home? ☐ Yes ☐ No If yes, balance owed \$: _____

Approximate Value of the Home \$: _____ Monthly Payment \$: _____

Are you renting: ☐ Yes ☐ No How Long? _____ Monthly Rent \$: _____

(Attach most recent assessed tax statement)

AUTOMOBILE/RECREATIONAL/ANY OTHER VEHICLES OWNED:

Make: _____ Model: _____ Year: _____ Monthly Payment: _____
 Make: _____ Model: _____ Year: _____ Monthly Payment: _____
 Make: _____ Model: _____ Year: _____ Monthly Payment: _____
 Make: _____ Model: _____ Year: _____ Monthly Payment: _____

MONTHLY HOUSEHOLD EXPENSES:

Food	\$	Power	\$	Water	\$
Gas	\$	Telephone	\$	Sanitation	\$
Prescriptions	\$	Cable	\$		\$

OTHER DEBTS: List all debts owed but not previously listed below. If needed, use third page. Please include all medical bills, credit cards, insurance premiums, etc.

OWED TO WHOM:	BALANCE OWED	MONTHLY PAYMENTS
Total Owed:		

I hereby certify that the above information is true and correct. I authorized Marquette General Health System to contact the employers and institutions listed on this application to verify its accuracy, if deemed necessary. I further authorize the employee/institutions to release such information to MGHS. **Falsification of application will result in denial of Financial Assistance.**

PATIENT: _____ DATE: _____

SPOUSE OR LEGAL GUARDIAN: _____ DATE: _____

IMPORTANT – PLEASE READ

Completed form must be returned within 30 business days to: MGHS Business Office 580 W. College Ave. Marquette, MI 49855. This form will remain active and on file for six months. The following information must be provided with the completed application for assistance to be determined.

- Pay stubs for the past three months should be provided as proof of gross income
- Copy of last federal tax return (s) (schedule C if self-employed)
- Copy of all investments i.e.: IRA, stocks, bonds, mutual funds etc.
- Copy of life insurance policy (s)
- Financial Assistance Application form must be filled out completely with all information listed
- Spouse or legal guardian, if applicable must sign application form before processing

Credit history will be obtained to assist in verification of information provided on this application.

If you are not able to provide the above information, please contact a Financial Counselor for alternative verification options.

Marquette General Hospital
Attn: Business Office
580 W. College Ave.
Marquette, MI 49855