

LIFEPOINT HOSPITALS®

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") by and among the Michigan Department of Attorney General, Portage Health, Inc. and Copper County Apothecaries, Inc., LifePoint Holdings 2, LLC ("LifePoint"), Portage Holding Company, LLC, and Stout Risius Ross, Inc. ("Monitor"), please find enclosed a Certificate of Compliance, satisfying the requirement for an Annual Report (as defined in the MCE Agreement) for the period between December 1, 2013 and December 31, 2014.

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

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

Sincerely,



Paul R. Hannah
Senior Vice President
Strategic Growth and Development

330 Seven Springs Way, Brentwood, Tennessee 37027
Phone 615.920.7000

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Dept. of Attorney General
Consumer Protection - Estates

PORTAGE HOLDING COMPANY, LLC

CERTIFICATE OF COMPLIANCE

Pursuant to that certain Monitoring, Compliance and Enforcement Agreement (the "MCE Agreement") by and among the Michigan Department of Attorney General, Portage Health, Inc. and Copper County Apothecaries, Inc. ("Portage"), LifePoint Holdings 2, LLC ("LifePoint"), Portage Holding Company, LLC ("Joint Venture"), and Stout Risius Ross, Inc. ("Monitor"), I, Jim Bogan, do hereby certify that I am the duly elected, qualified and acting officer of Joint Venture, and further certify that during the period between December 1, 2013 and December 31, 2014:

1. **Indigent Care.** Pursuant to Section 9.9 of the Contribution Agreement, LifePoint and Joint Venture have caused the Hospital to institute, maintain and adhere to Portage's policies for the treatment of indigent patients, subject to any changes necessary to comply with applicable Legal Requirements (as defined in the Contribution Agreement) including as such Legal Requirements have been modified by healthcare reform provisions.
2. **Capital Plan.** Pursuant to Section 9.10 of the Contribution Agreement and Section 3(A)(vi) of the MCE Agreement, Joint Venture has developed and Joint Venture and Portage have agreed upon the Capital Plan (as defined in the Contribution Agreement).
3. **Capital Commitment.** Pursuant to Section 9.10 of the Contribution Agreement, Joint Venture has expended \$3,199,260 in capital expenditures as part of its Capital Commitment Amount (as defined in the Contribution Agreement) in accordance with the Capital Plan. For clarification purposes, pursuant to Section 9.10 of the Contribution Agreement and Section 3(I) of the MCE Agreement, Joint Venture's compliance with the Capital Commitment Amount does not require that the capital commitment be fulfilled on a pro-rated basis each year.
4. **Continuation of Services.** Pursuant to Section 9.12 of the Contribution Agreement, Joint Venture continued to provide the healthcare services and programs set forth on Schedule 9.12 to the Contribution Agreement, except such healthcare services as specifically excluded pursuant to the Contribution Agreement.
5. **Restriction on Sale of the Hospital.** Pursuant to Section 9.16 of the Contribution Agreement, LifePoint Hospitals continued to own, directly or indirectly, LifePoint and the Hospital, and LifePoint has not transferred, directly or indirectly, its equity interest in Joint Venture to a third party.
6. **Cardiology Services.** Pursuant to Section 9.17 of the Contribution Agreement, Joint Venture established the Cardiology Service (as defined in the Contribution Agreement) at the Hospital.
7. **Psychiatric Services.** Pursuant to Section 9.18 of the Contribution Agreement, Joint Venture established the Psychiatric Service (as defined in the Contribution Agreement) at the Hospital.
8. **Amendment to the Contribution Agreement.** The Contribution Agreement, including the AG Enforceable Provisions, has not been amended in any material manner.
9. **Required Documents.** Pursuant to Section 3(A)(ii) of the MCE Agreement, Joint Venture has submitted the Required Documents to Monitor.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of 2-13
2015.

PORTAGE HOLDING COMPANY, LLC

By: Jim Bogan
Name: Jim BOGAN
Title: CEO