

## ASSIGNMENT OF UNITS

**THIS ASSIGNMENT OF UNITS** (this “Assignment”) is entered into as of November 30, 2013, by and between Portage Health, Inc., a Michigan nonprofit corporation (“Portage Health”) and Portage Health Foundation, a Michigan nonprofit corporation (the “Foundation”).

### WITNESSETH:

**WHEREAS**, Portage Health owns all of the Class A Units (the “Class A Units”) of Portage Holding Company, LLC, a Delaware limited liability company (“Portage Holding”);

**WHEREAS**, in conjunction with its ownership of the Class A Units, Portage Health has entered into that certain Amended and Restated Limited Liability Company Agreement of Portage Holding Company, LLC, dated as of November 30, 2013 (the “LLC Agreement”);

**WHEREAS**, Portage Health desires to assign and transfer to the Foundation all of its right, title and interest in and to the Class A Units and under the LLC Agreement and the Foundation desires to accept the Class A Units and replace Portage Health as a party to the LLC Agreement;

**WHEREAS**, Section 14.1(d) of the LLC Agreement permits Portage Health to transfer the Class A Units to the Foundation without the consent of the Governing Board or the other Members; and

**WHEREAS**, concurrently with the execution and delivery of this Assignment of Units, the Foundation has entered into an Amendment to the LLC Agreement pursuant to which the Foundation replaces Portage Health as a party to the LLC Agreement and the owner of the Class A Units.

**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 LLC Agreement.

2. **Assignment.** Portage Health hereby assigns, transfers and conveys to the Foundation all of Portage Health’s right, title and interest in and to the Class A Units and all of its rights and with respect to the Class A Units, including those under the LLC Agreement.

3. **Assumption of Obligations.** The Foundation hereby accepts the assignment from Portage Health of the Class A Units and assumes all of the obligations of Portage Health related to the Class A Units including those arising under the LLC Agreement.

4. **Further Assurances.** 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 and the transactions contemplated hereby.

5. **Governing Law.** This Assignment and the parties’ respective rights hereunder shall be governed by the laws of the State of Delaware.

**6. Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment 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 to be executed by their authorized officers, all as of the date and year first above written.

**PORTAGE HEALTH:**

**PORTAGE HEALTH, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE FOUNDATION:**

**PORTAGE HEALTH FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_