

CONTRIBUTION AGREEMENT

BY AND AMONG

PORTAGE HEALTH, INC.

COPPER COUNTRY APOTHECARIES, INC.

AND

PORTAGE HEALTH HOME SERVICES, INC.

PORTAGE HEALTH RESOURCES, INC.

AS SELLERS

LIFEPOINT HOLDINGS 2, LLC

AS LIFEPOINT SUB

AND

PORTAGE HOLDING COMPANY, LLC,

AS THE JOINT VENTURE

August 2, 2013

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (“Agreement”) is made and entered into as of August 2, 2013, by and among **Portage Health, Inc.**, a Michigan nonprofit corporation (“Portage Health”), **Copper Country Apothecaries, Inc.**, a Michigan corporation (“CCA”), **Portage Health Home Services, Inc.**, a Michigan nonprofit corporation (“PHH”), **Portage Health Resources, Inc.**, a Michigan nonprofit corporation (“PHR”) (Portage Health, CCA, PHH and PHR are referred to collectively as “Sellers”), **LifePoint Holdings 2, LLC**, a Delaware limited liability company (“LifePoint Sub”), and **Portage Holding Company, LLC**, a Delaware limited liability company (the “Joint Venture”).

WITNESSETH:

WHEREAS, the Joint Venture was formed as a limited liability company pursuant to the Michigan Limited Liability Company Act on April 15, 2013;

WHEREAS, Portage Health owns and operates Portage Health Hospital, a 36 bed acute care medical surgical hospital located at 500 Campus Drive, Hancock, Michigan 49930 (the “Hospital”) and a 60 bed skilled nursing facility utilizing the dba PortagePointe at 500 Campus Drive, Hancock, Michigan 49930 (the “Skilled Nursing Facility”) and the Sellers own or lease and operate the ancillary facilities set forth on Exhibit A (the “Ancillary Facilities” and, together with the Hospital and the Skilled Nursing Facility the “Facilities”). The operations of and the businesses conducted by Sellers at and from the Facilities are referred to as the “Business”;

WHEREAS, Portage Health owns an ownership interest in Ontonagon Community Health Center, Inc. (the “Included Joint Venture”);

WHEREAS, Portage Health also owns a 10.02% membership interest in (i) Upper Peninsula Health Plan, LLC (“UPHP”), a Michigan limited liability company 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) a 10.02% membership interest in Upper Peninsula Managed Care, LLC (“UPMC”), a Michigan limited liability company, which holds a license as a resident producer from OFIR and certificate of authority to operate as a third party administrator from OFIR (the business conducted by UPMC and UPHP is referred to as the “Health Insurance Business”); and

WHEREAS, this Agreement provides for, among other matters, (i) the contribution by Sellers of the Assets (as hereinafter defined); (ii) the contribution by Sellers of its interest in the Included Joint Venture, UPHP and UPMC; (iii) the assumption by the Joint Venture of certain liabilities of Sellers associated with the Business and the Assets; (iv) the issuance to Sellers of Class A Units (as hereinafter defined); (v) LifePoint Sub’s contribution of immediately available funds to the Joint Venture; (vi) the Joint Venture’s distribution of the Cash Proceeds (as hereinafter defined) to Sellers; and (vii) certain covenants and capital commitments relating to the business and operations of the Joint Venture and Facilities following the Closing.

NOW, THEREFORE, for and in consideration of the premises, agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of all of which are forever acknowledged and confessed, the parties hereby agree as follows:

1. **CONTRIBUTION OF ASSETS, SALE OF REAL ESTATE AND CERTAIN RELATED MATTERS**

1.1. Contribution and Transfer of the Assets. Subject to the terms and conditions of this Agreement, Sellers agree to contribute, transfer, convey, and deliver to the Joint Venture or its designated affiliates, including Portage Hospital, LLC, a Michigan limited liability company, and Portage Physician Services, Inc., a Michigan nonprofit corporation, or such subsidiary or affiliate as the Joint Venture may direct, all of Sellers' right, title and interest in and to all assets of every description, whether tangible and intangible, other than the Excluded Assets (as hereinafter defined), owned or leased by Sellers, and located at or held or used in connection with the Business, including the following items, except for the Excluded Assets (collectively, the "Assets"), free and clear of any and all Encumbrances (as hereinafter defined) other than Permitted Encumbrances (as hereinafter defined) and Assumed Liabilities (as hereinafter defined):

(a) a leasehold interest in the real property referenced on Schedule 1.1(a) (the "Leased Real Property"), together with all of Sellers' right, title and interest in all rights, privileges, easements and rights of way appurtenant to or benefiting or serving the Leased Real Property;

(b) fee simple title to the real property referenced on Schedule 1.1(b) (the "Included Real Property") (the Leased Real Property and the Included Real Property are collectively referred to herein as the "Real Estate"), together with the improvements thereon and fixtures related thereto and all of Sellers' right, title and interest in all rights, privileges, easements, streets, drainage areas and rights of way appurtenant to or benefiting or serving the Included Real Property;

(c) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind;

(d) inventories of supplies, drugs, food, janitorial and office supplies and other disposables and consumables existing on the Closing Date (as hereinafter defined) and located at any of the Facilities, or purchased by Sellers for use in connection with the Business ("Inventory");

(e) to the extent allowed by Legal Requirements (as hereinafter defined), all data and records created or maintained by Sellers in the course of its operation of the Facilities, including all financial, patient, medical staff and personnel records (including all medical and administrative libraries, medical records, documents, catalogs, books, files and operating manuals);

(f) all of the rights and interests of Sellers in, or pursuant to, (i) the agreements, contracts, commitments, leases and other arrangements listed on Schedule 1.1(f) (the "Listed Contracts"), (ii) those agreements, contracts, commitments, leases, purchase orders and other arrangements made by Sellers that are not listed on Schedule 1.1(f) which individually involve future payments, performance of services or delivery of goods or materials, to or by Sellers of any amount or value less than \$10,000 on an individual basis or together with related contracts less than \$35,000 on an annual basis or which are contracts that do not involve the payment of money and are not otherwise material to the operation of the Business ("Immaterial Contracts") and (iii) those agreements, contracts, commitments, leases, purchase orders and other arrangements made by Sellers after the date of this Agreement in the ordinary course of business and in full

compliance with the provisions of Section 6.2 (the “New Contracts” and, together with the Listed Contracts and the Immaterial Contracts, the “Assumed Contracts”); provided that Immaterial Contracts and New Contracts shall not include any agreements, contracts, commitments, leases, purchase orders and other arrangements made by Sellers (i) that are between Sellers and any affiliate of Sellers, (ii) that are between Sellers and any patient referral source (including any physician or other healthcare provider), all to be listed on Schedule 1.1(f), (iii) that include covenants of Sellers not to compete, not to solicit personnel, or not to engage in specified business activities, or (iv) that may not be terminated without cause and without penalty on 90 or fewer days prior written notice;

(g) to the extent transferable, licenses with respect to all software installed on personal computers or servers owned by Sellers and located at the Facilities, together with all manuals, procedures and other materials relating thereto;

(h) to the extent assignable, all licenses and permits (including the Licenses, as hereinafter defined) held by Sellers relating to the ownership, development and operations of the Facilities and the Assets, and all other rights, privileges, registrations, consents, approvals, accreditations, franchises, certificates, certificates of need and applications relating to the present or future business, operations or development of the Facilities and the Assets;

(i) to the extent assignable, the national provider identifiers (“NPIs”) and the Medicare and Medicaid provider numbers and related provider agreements of Sellers specifically identified on Schedule 1.1(i);

(j) to the extent transferrable, all of the intangible rights and property of Sellers relating to the Facilities, including all intellectual property owned or licensed (as licensor or licensee) by Sellers relating to the Facilities, including the names listed on Schedule 1.1(j) and any variations thereof, the goodwill associated therewith, telephone, facsimile and e-mail addresses (or numbers) and listings, internet web sites and internet domain names;

(k) to the extent legally transferable, all warranties, guarantees, and covenants not to compete in favor of Sellers or the Facilities;

(l) to the extent legally transferable, all notes, accounts receivable and other rights to receive payment for goods and services provided by Sellers in connection with the Business prior to the Closing (the “AR”);

(m) any deposits, other current assets, escrows, prepaid Taxes (as hereinafter defined) or other advance payments relating to any expenses of the Facilities that are useable by the Joint Venture following the Closing and included in the calculation of Net Working Capital (collectively, the “Prepaid Expenses”);

(n) the proceeds or other amounts payable under any policy of insurance only to the extent and as provided in Section 2.8;

(o) the bank accounts listed on Schedule 1.1(o) (but excluding the funds held in such accounts that are in excess of the amount necessary to satisfy any checks that are outstanding as of the Closing);

(p) the ownership interests, including all transferrable rights and obligations relating thereto, of Sellers in UPHP, UPMC and the Included Joint Venture; and

(q) all claims of Sellers against third parties to the extent they serve as a defense, counter claim or offset to any Assumed Liabilities with respect to which the Sellers have no obligation of indemnification nor any direct exposure.

Anything in this Agreement to the contrary notwithstanding, the parties have not yet determined whether CCA will contribute its assets to the Joint Venture or whether Portage Health will contribute all of the outstanding capital stock of CCA to the Joint Venture. The parties agree to continue to negotiate in good-faith to attempt to reach agreement prior to the Closing.

1.2. Excluded Assets. Notwithstanding anything herein to the contrary, the following assets which are associated with Sellers' operation of the Facilities and the conduct of the Business are not intended by the parties to be a part of the Assets that are being contributed to the Joint Venture hereunder and shall be excluded from such contribution (collectively, the "Excluded Assets"):

(a) restricted and unrestricted cash and cash equivalents, including investments in marketable securities, certificates of deposit and bank accounts (other than those listed on Schedule 1.1(o));

(b) securities and other investments;

(c) all Inventory disposed of, expended or exhausted prior to the Effective Time (as hereinafter defined) in the ordinary course of business and items of equipment and other Assets transferred or disposed of prior to the Effective Time in a manner permitted by this Agreement;

(d) any records which Sellers are required by applicable Legal Requirements to retain in their possession or that are required to be held by LifePoint Sub pursuant to the Custody Agreement (as hereinafter defined) and any records related exclusively to Excluded Assets or Excluded Liabilities (as hereinafter defined);

(e) all leases, commitments, contracts, capital leases and agreements that are not Assumed Contracts, including those set forth on Schedule 1.2(e) (collectively, the "Excluded Contracts");

(f) all rights to Tax refunds and claims under or proceeds of insurance policies (except as set forth in Section 1.1(m) and (n));

(g) all Benefit Plans (as hereinafter defined) and any contracts or agreements related thereto and all funds and accounts held thereunder;

(h) Sellers' organizational documents and minute books;

(i) all NPIs and all Medicare and Medicaid provider numbers and related provider agreements of Sellers not specifically assumed pursuant to Section 1.1(i);

(j) rights to settlements and retroactive adjustments, if any, whether arising under cost reports of Sellers for cost reporting periods ending on or prior to the Effective Time, whether open or closed, arising from or against the United States government under the terms of the Medicare program or TRICARE, arising under the Medicaid program of the State of Michigan or other states (collectively, the "Government Programs"), and against any third party payor

programs which settle upon a basis other than on an individual claims basis (“Agency Settlements”);

(k) all claims arising under Excluded Contracts;

(l) the donor restricted funds of Sellers and any agreements and obligations related thereto, which are set forth on Schedule 1.2(l);

(m) all funds resulting from claims Sellers have pending in lawsuits against third parties relating to the Assets or the Facilities arising from events that occur prior to Closing;

(n) all insurance policies and rights under insurance policies except as specifically provided in Section 2.9;

(o) any assets that are owned or leased by UPHP, UPMC or the Included Joint Venture;

(p) the ownership, membership, directorship, equity or other investment interests of Sellers or other interests held by Sellers in any person (other than Sellers’ ownership interest in the Included Joint Venture) (the “Excluded Entities”), including the entities set forth on Schedule 1.2(p);

(q) all claims by the Sellers or their respective affiliates against their current or former directors and officers;

(r) all causes of action, lawsuits, judgments, claims and demands of any nature unless, and only to the extent, they serve as a counterclaim to a claim brought against the Joint Venture after the Closing with respect to which Sellers have no obligation of indemnity and no direct exposure;

(s) all rights under the Assumed Contracts that relate to or arise with respect to periods prior to Closing;

(t) all Current Assets that are not included in the determination of Closing Net Working Capital, including those set forth on Schedule 1.2(t);

(u) all rights of Sellers under this Agreement and all other agreements entered into in connection herewith;

(v) the Meaningful Use Reimbursement as defined and provided for in Section 2.10;
and

(w) such other assets listed on Schedule 1.2(w).

1.3. Interpretation. In this Agreement, unless the context otherwise requires: (a) references to this Agreement are references to this Agreement and to the Schedules and Exhibits hereto; (b) references to Articles and Sections are references to articles and sections of this Agreement; (c) references to any party to this Agreement include references to its respective successors and permitted assigns; (d) references to a judgment include references to any order, writ, injunction, decree, determination or award of any court or tribunal; (e) references to a “person” means any individual, company, corporation

(whether public, private or government), corporate body, association, authority, partnership, limited liability company, firm, joint venture, business entity, trust or government agency; (f) the terms “hereof”, “herein”, “hereby”, and any derivative or similar words refer to this entire Agreement; (g) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the parties thereto from time to time; (h) the word “including” means “including without limitation”; (i) references to time are references to Eastern Standard Time or Daylight Time (as in effect on the applicable day, unless otherwise specified herein); (j) the word “affiliate” means, as to the person in question, any person that directly or indirectly controls, is controlled by, or is under common control with, the entity in question and any successors or assigns of such entities; (k) the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person whether through ownership of voting securities, by contract or otherwise; (l) the term “Proceeding” shall mean and refer to any action, arbitration, audit, hearing, investigation, litigation, suit or similar proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator; and (m) the term “Legal Requirements” shall mean and refer to any applicable law, statute, ordinance, bylaw, code, rule, regulation, corporate integrity agreement, reimbursement manual, program memorandum, policy, restriction, order, judgment, writ, injunction, decree, determination, award or similar command of any governmental authority. Without limiting the foregoing, “Legal Requirements” shall include the laws of the State of Michigan, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, or "Stark Law," 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, as amended, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162, and 164 (collectively, "HIPAA"); Consolidated Omnibus Budget Reconciliation Act of 1985 and the Public Health Service Act (collectively, "COBRA"); the Immigration and Reform Control Act of 1986; Workers Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 et seq. ("WARN Act"); Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA"), Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"), Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"), Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. ("OSHA"), the Clean Air Act, 42 U.S.C. §§ 7401 et seq. ("Clean Air Act"), the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("Clean Water Act"), Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and zoning and other land use and similar laws, including the Americans With Disabilities Act. In addition to other methods of delivery, documents shall be deemed to have been “delivered to” LifePoint Sub and the Joint Venture in the event that representatives of LifePoint Sub were able to access such documents on a virtual data room maintained on behalf of Sellers at any time prior to the tenth business day prior to Closing.

2. FINANCIAL ARRANGEMENTS

2.1. Contributions and Distributions. Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of Sellers set forth herein, at the Closing, (a) Sellers shall contribute the Assets to the Joint Venture; (b) Portage Health shall contribute its interests in the Included Joint Venture, UPHP and UPMC to the Joint Venture; (c) the Joint Venture shall assume the Assumed Liabilities (as hereinafter defined); (d) LifePoint Sub shall contribute to the Joint Venture immediately available funds in an amount equal to Forty Million Dollars (\$40,000,000), subject to adjustment with respect to Net Working Capital as set forth in Schedule 2.5(a) (the “Cash Contribution”);

(d) Joint Venture shall use a portion of the Cash Contribution received from LifePoint Sub to pay an aggregate amount of immediately available funds (collectively, the “Release Amount”) to the persons identified in and in accordance with the payoff letters, which payoff letters shall be attached hereto as Exhibit 2.1(d) no later than three business days prior to the anticipated Closing Date; and (e) the Joint Venture shall distribute in immediately available funds by wire transfer to an account or accounts designated by Sellers the amount by which the Cash Contribution exceeds the Release Amount (the “Cash Proceeds”).

2.2. Units. As of the Effective Time, and as additional consideration for Portage Health’s contribution of the Assets, the Joint Venture shall issue an aggregate of twenty (20) units of membership interest in the Joint Venture (each a “Class A Unit”) to Portage Health representing all of the issued and outstanding Class A Units of the Joint Venture. As of the Effective Time, and as consideration for the Cash Contribution, the Joint Venture shall issue to LifePoint Sub units of membership interest in the Joint Venture such that the aggregate number of units of membership interest in the Joint Venture (the “Class B Units”) owned by LifePoint Sub shall equal eighty (80) representing all of the issued and outstanding Class B Units of the Joint Venture.

2.3. Assumed Liabilities. Notwithstanding anything herein to the contrary, as of the Effective Time, the Joint Venture shall assume and agree to pay, perform and discharge in accordance with their respective terms, only the following liabilities of Sellers (collectively, the “Assumed Liabilities”): (i) solely to the extent included in Net Working Capital, current trade accounts payable due to third parties; (ii) solely to the extent included in Net Working Capital, current paid time off obligations of Employees (the “PTO”); and (iii) the obligations of Sellers under the Assumed Contracts that arise or accrue with respect to periods after the Effective Time, other than any liability arising out of or relating in any way to a breach or default based on an event that occurred prior to the Effective Time, including the Collective Bargaining Agreement by and between Seller and Michigan Nurses Association, dated as of June 7, 2012 (the “MNA CBA”) and the Agreement by and between Seller and Portage Health, Inc. Employees’ Chapter of Local 226, Affiliated with Michigan Council #25, AFSCME, AFL-CIO (the “AFSCME CBA” and together with the MNA CBA, the “Collective Bargaining Agreements”), in each case solely with respect to those employees hired pursuant to Section 9.1 of this Agreement, other than any liability arising out of or relating in any way to a breach or default based on an event that occurred prior to or at the Effective Time.

2.4. Excluded Liabilities. Except for the Assumed Liabilities and the obligation to pay the Release Amount pursuant to Section 2.1, the Joint Venture shall not assume, nor shall it be liable for and under no circumstance shall the Joint Venture be obligated to pay or assume, and none of the Assets shall be or become liable for or subject to any obligations or liabilities of Sellers (collectively, the “Excluded Liabilities”) including any of the following obligations or liabilities of Sellers:

- (a) for medical malpractice or general liability claims;
- (b) arising out of or relating to the ownership or use of the Assets prior to Effective Time, whether (in any case) fixed or contingent, recorded or unrecorded, known or unknown, currently existing or hereafter arising, and whether or not set forth or described in the Schedules;
- (c) any debt of or claim against Sellers or any one or more of its affiliates, or any obligation of Sellers or any one or more of its affiliates to repay borrowed money;
- (d) any claim against or obligation of any nature whatsoever relating to any of the Excluded Assets;

(e) any liability under any pension or other benefit plan of Sellers, or any administrative costs associated with such benefit plans arising prior to the Effective Time;

(f) any liability relating to Sellers' Cost Reports (as hereinafter defined), including terminating cost reports, or other Medicare, Medicaid or TRICARE claims with respect to periods ending prior to the Effective Time, whether arising in connection with a "self report" or otherwise;

(g) any liability for violating any Legal Requirements to the extent arising from acts or omissions prior to the Effective Time, including those pertaining to Medicare and Medicaid fraud or abuse and federal and state physician anti-self-referral laws;

(h) any liability under Sellers' provider agreements with Government Programs or other third party payors to the extent arising from acts or omissions prior to the Effective Time, including, but not limited to, any liability for amounts paid to the Sellers in excess of the maximum "caps" allowed pursuant to the limitation on payments for hospice services described in 42 U.S.C. §1395f and the applicable Medicare regulations ("Medicare Cap Liability") and the repayment of any alleged overpayments;

(i) any liability and obligation for Taxes (other than any those taken into account in the calculation of Net Working Capital), whether or not accrued, assessed or currently due and payable, (i) of Sellers, whether or not it relates to the Assets or the Business, or (ii) related to the ownership or operation of the Assets or the Business for any taxable period (or portion thereof) ending on or prior to the Effective Time;

(j) any liability arising out of any Environmental Claim resulting from the conduct of the Business by Sellers, the basis of which existed in whole or in part at the Effective Time; and

(k) any liability set forth on Schedule 2.4(k).

2.5. Estimated Net Working Capital.

(a) At least three business days prior to Closing, Sellers shall deliver to LifePoint Sub a certificate (the "Closing Payment Certificate") setting forth a determination of the estimated Net Working Capital as of the last day of the most recently ended calendar month prior to the Closing Date for which financial statements are available (the "Estimated Net Working Capital"). Such determination shall be made in accordance with GAAP (as hereinafter defined) as if the assets and liabilities remain on the books of Sellers and consistent with Sellers' past practices and the calculation set forth in Schedule 2.5(a). The Closing Payment Certificate shall contain reasonable detail and supporting documentation with respect to such determination. The Estimated Net Working Capital shall be used for purposes of calculating the Cash Contribution as of the Closing. "Net Working Capital" shall mean: (i) the aggregate current assets of Sellers transferred as Assets to the Joint Venture, expressly including for such purpose an amount equal to the AR, Prepaid Expenses and the Inventory; minus (ii) the aggregate current liabilities of Sellers included in the Assumed Liabilities, expressly including for such purposes the PTO and current trade accounts payable due to third parties.

(b) Sellers shall, at their cost, conduct a physical count of the Inventory which shall be taken and valued in accordance with the policies and procedures consistent with those

reflected in Schedule 2.5(a), as near in time as possible prior to the Closing Date and with the results extended and adjusted through the Closing Date; provided that (i) all Inventory items shall be valued using the same methodology as Sellers have historically used; (ii) the value of the Inventory shall include only those items that are not damaged and that are currently dated and (iii) no adjustment shall be made with respect to any issues of excess Inventory. Representatives of LifePoint Sub shall be permitted to observe such inventory process. The parties acknowledge that the inventory to be taken pursuant to this Section 2.5(b) will be conducted prior to the Closing Date and, as such, the results of such inventory will be reflected in the value of Inventory taken into account in the Closing Payment Certificate.

2.6. Post-Closing Cash Contribution Adjustment.

(a) Not more than 30 days after the Closing Date, LifePoint Sub shall deliver to Sellers a determination of the Net Working Capital as of the Effective Time (the “Closing Net Working Capital”). Such determination (the “Settlement Certificate”) shall be made in accordance with GAAP as if the assets and liabilities remain on the books of Sellers and consistent with Sellers’ past practices and the calculation set forth in Schedule 2.5(a), and the Settlement Certificate shall contain reasonable detail and supporting documentation therefor. Should Sellers disagree with LifePoint Sub’s calculation of the Closing Net Working Capital, Sellers shall deliver to LifePoint Sub a written statement setting forth its objections thereto (an “Objections Statement”). The Objections Statement shall contain reasonable detail concerning the basis for such objections together with the amounts in dispute. If an Objections Statement is not delivered to LifePoint Sub within 30 days after delivery of the Settlement Certificate, the Closing Net Working Capital as proposed by LifePoint Sub shall be final and binding upon, and nonappealable by, the parties.

(b) LifePoint Sub and Sellers shall negotiate in good faith to resolve any objections contained in the Objections Statement (and all such discussions related thereto shall, unless otherwise agreed by LifePoint Sub and Sellers, be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule), but if they do not reach a final resolution within 30 days after the delivery of the Objections Statement, either LifePoint Sub or Sellers may submit such dispute along with copies of the Estimated Net Working Capital prepared by Sellers, the Closing Net Working Capital prepared by LifePoint Sub, the Objections Statement and a statement of the items resolved by agreement and those still in dispute (which shall be limited to those items identified in the Objections Statement), to BDO, USA, LLP or such other accounting firm acceptable to the parties (the “Accountants”) for resolution in accordance with the terms of this Agreement. Sellers and LifePoint Sub shall use their commercially reasonable efforts to cooperate with and cause the Accountants to resolve all such disagreements as soon as practicable. The resolution of the dispute by the Accountants shall be in a writing delivered to Sellers and LifePoint Sub as soon as practicable and shall be final and binding upon, and nonappealable by, the parties. The Closing Net Working Capital shall be modified by the Accountants if and as necessary to reflect such determination. The fees and expenses of the Accountants shall be allocated between Sellers and LifePoint Sub based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually in dispute at the time of submission to the Accountants, as determined by the Accountants in their reasonable discretion. Notwithstanding anything in this Agreement to the contrary, in the event that, for whatever reason, the Closing Net Working Capital has not been finally determined within 270 days after the Closing, then either Sellers or LifePoint Sub may submit such dispute to any court of competent jurisdiction for resolution.

(c) The Closing Net Working Capital as finally determined pursuant to Section 2.6(a) or Section 2.6(b) shall be the final Closing Net Working Capital.

(d) Upon agreement on (or other final resolution of) the calculation of the Closing Net Working Capital, the amount of the Cash Contribution and resulting Cash Proceeds shall be adjusted as follows: (i) in the event that the Closing Net Working Capital exceeds the Estimated Net Working Capital, LifePoint Sub shall, within 10 business days after such agreement or determination, pay Sellers immediately available funds in an amount equal to eighty percent (80%) of the amount by which the Closing Net Working Capital exceeds the Estimated Net Working Capital; and (ii) in the event that Estimated Net Working Capital exceeds the Closing Net Working Capital, Sellers shall, within 10 business days after such agreement or determination, pay LifePoint Sub immediately available funds in an amount equal to eighty percent (80%) of the amount by which the Estimated Net Working Capital exceeds the Closing Net Working Capital.

2.7. Straddle Patients. To compensate Sellers for services rendered and medicine, drugs and supplies provided prior to the Closing Date (the “Straddle Services”) with respect to patients who are admitted to the Facilities prior to the Closing Date but who are not discharged until on or after the Closing Date (such patients being referred to herein as the “Straddle Patients”), the parties shall take the following actions:

(a) As soon as practicable after the Effective Time, Sellers shall deliver to the Joint Venture and LifePoint Sub a statement itemizing the Facilities’ patients whose medical care is paid for, in whole or in part, by any third party payor who pays on a DRG, case rate or other similar basis (the “DRG Straddle Patients”). Sellers shall be allocated in connection with the determination of Closing Net Working Capital pursuant to Section 2.6 an amount equal to (i) the total DRG and outlier payments (including capital and any deposits, deductibles or co-payments received by the Joint Venture or Sellers that constitute Excluded Assets) per the remittance advice received by the Joint Venture on behalf of a DRG Straddle Patient, multiplied by a fraction, the numerator of which shall be the total days such DRG Straddle Patient was an inpatient prior to the Closing, and the denominator of which shall be the total days the Straddle Patient was an inpatient at a Facility both prior to and on and after the Closing, minus (ii) any deposits, deductibles or co-payments made by such DRG Straddle Patients to Sellers that constitute Excluded Assets.

(b) With respect to cost based Straddle Patients, Sellers shall be allocated in connection with the determination of Closing Net Working Capital pursuant to Section 2.6 an amount equal to (i) the payments actually received by the Joint Venture for a cost based Straddle Patient (including any deposits, deductibles or co-payments that constitute Excluded Assets) multiplied by a fraction, the numerator of which shall be the total number of days prior to the Closing Date on which Sellers provided Straddle Services to such patient, and the denominator of which shall be the total number of days with respect to such patients’ stay at the applicable Facility, minus (ii) any deposits, deductibles or co-payments made by such patient to Sellers that constitute Excluded Assets.

(c) For Straddle Patients who are admitted to the HHA (the “HHA Straddle Patients”) that are paid pursuant to the Medicare home health prospective payment system methodology, Sellers shall be allocated in connection with the determination of Closing Net Working Capital pursuant to Section 2.6 an amount equal to (i) the total payments (including any deposits, deductibles or co-payments that constitute Excluded Assets) received by the Joint Venture or Sellers in respect of each such HHA Straddle Patient multiplied by a fraction, the

numerator of which shall be the number of days the HHA Straddle Patient received goods or services from the Sellers prior to the Effective Time and the denominator of which shall be the actual days of treatment prior to or following the Effective Time, minus (ii) any deposits, deductibles or co-payments made by such HHA Straddle Patient to Sellers that constitute Excluded Assets, minus (iii) the applicable HHA Straddle Patient accounts receivable as of the Effective Time, plus (iv) the applicable HHA Straddle Patient deferred income as of the Effective Time. If the result of (i) through (iv) is a negative amount, then Sellers shall pay to the Joint Venture such amount, and if the result of (i) through (iv) is a positive amount, then the Joint Venture shall pay to Sellers such amount. The parties acknowledge and agree that all non-Medicare payments that are paid in a similar manner as Medicare will be allocated in a manner consistent with the allocation set forth in this Section 2.7(c).

(d) If the Joint Venture receives any amounts from the Medicare, TRICARE or Medicaid (or from any other payor) programs for periodic interim payments (“PIP”) or costs paid for on a pass-through basis, such as capital costs, associated with the operation of the Facilities prior to the Effective Time, the Joint Venture shall tender the amount applicable to the period prior to the Effective Time to Sellers within 10 business days of receipt. If Sellers receives any amounts from the Medicare, TRICARE or Medicaid (or from any other payor) program for PIP or pass-through costs, such as capital costs, associated with the operations of the Facilities relating to periods on or subsequent to the Closing Date, Sellers shall tender the same to the Joint Venture within 10 business days of receipt. It is the intent of the parties that the Joint Venture and Sellers shall receive PIP payments and pass-through costs payments (including capital costs) applicable to the period of time the Facilities are owned by such party.

(e) Except as otherwise directly or indirectly paid in connection with the determination of Closing Net Working Capital, pursuant to Section 2.6, all payments required by this Section 2.7 shall be made within 10 business days of a party’s receipt of payment with respect to a Straddle Patient that are due to the other party, accompanied by copies of remittances and other supporting documentation as reasonably required by such other party. In the event that Sellers and LifePoint Sub are unable to agree on any amount to be paid pursuant to this Section 2.7, then such disputed amount shall be submitted to the Accountants for computation or verification in accordance with the provisions of this Agreement. The Accountants shall review the matters in dispute and shall promptly decide the proper amounts of such disputed entries. The submission of the disputed matter to the Accountants shall be the exclusive remedy for resolving accounting disputes relative to the determination of payments relating to Straddle Patients. The Accountants’ determination shall be binding upon the parties. The Accountants’ fees and expenses shall be allocated between Sellers and LifePoint Sub based upon the percentage which the portion of the contested amount not awarded to each party bears to the amount actually in dispute at the time of submission to the Accountants, as determined by the Accountants in their reasonable discretion. Notwithstanding anything in this Agreement to the contrary, in the event that, for whatever reason, any such dispute is not resolved within 360 days after Closing, then either Sellers or LifePoint Sub may submit such dispute to a court of competent jurisdiction for resolution.

2.8. Casualty; Pre-Closing Cash Contribution Adjustment.

(a) The risk of loss or damage to any of the Assets shall remain with Sellers until the Effective Time, and Sellers shall maintain its insurance policies covering the Assets and all other property through the Effective Time. If any material part or portion of the Assets is damaged, condemned, lost or destroyed (whether by fire, theft or other casualty event) prior to the Effective Time, Sellers shall notify LifePoint Sub (“Casualty Notice”) as soon as possible of such damage,

loss or destruction. Based upon information received from the applicable insurance company, the Casualty Notice shall set forth Sellers' good faith, reasonable estimate (the "Estimate") of the cost to repair, replace or restore (as applicable) such damage, loss or destruction (the "Aggregate Damage").

(b) In the event that the Estimate is equal to or greater than \$3,000,000 (a "Material Loss"), LifePoint Sub may, within 10 days after receipt of the Casualty Notice, terminate this Agreement by written notice to Sellers. In the event that LifePoint Sub does not terminate this Agreement within such 10 day period, the rights and obligations of the parties with respect to such Material Loss shall be governed by Section 2.8(d).

(c) In the event that the Estimate is less than a Material Loss and LifePoint Sub objects to the Estimate, LifePoint Sub shall notify Sellers of such objection (the "LifePoint Sub Notice") within 10 days after receipt of the Casualty Notice. The LifePoint Sub Notice shall indicate whether LifePoint Sub objects to the Estimate and whether LifePoint Sub believes that the value of the Aggregate Damage is in excess of a Material Loss. If the parties are unable to resolve their disagreement concerning the value of the Aggregate Damage within five business days after Sellers' receipt of the LifePoint Sub Notice, then the Accountants as promptly as possible shall determine the Aggregate Damage and confirm in writing either that the Aggregate Damage is less than a Material Loss or exceeds a Material Loss. If the Accountants' report indicates a Material Loss, LifePoint Sub may submit a termination notice within five business days after the receipt of the Accountants' report. The Accountants' determination shall be final and binding on the parties. The fees and costs of the Accountants shall be borne by LifePoint Sub.

(d) If, prior to the Effective Time, any part or portion of the Assets is destroyed, condemned, lost or damaged, (i) to an extent that such event does not result in a Material Loss, or (ii) to an extent that such event would be a Material Loss and LifePoint Sub fails to terminate this Agreement, the parties shall consummate the transactions contemplated in this Agreement, subject to the other terms and conditions of this Agreement, and, at the Effective Time, Sellers shall deliver possession of the Assets to the Joint Venture in such physical condition as the same may then exist; provided that, in such event, Sellers shall deliver to the Joint Venture an assignment from Sellers of all of their right, title and interest in and to any and all insurance or condemnation proceeds otherwise due and payable to Sellers for the condemnation or property loss or damage to the Assets. In the event that the parties consummate the transactions in accordance with this clause (d), then no additional claims (including claims for indemnification) shall be made by LifePoint Sub arising out of any such destruction, condemnation, loss or damage to the Assets.

2.9. Proration. To the extent not prorated at Closing, within 30 days after the Closing Date, Sellers and LifePoint Sub shall prorate as of the Effective Time any amounts with respect to: (i) the Assumed Contracts, but only to the extent the event giving rise to such obligation occurred prior to the Effective Time, or to the extent that any prepayments have been made with respect to the delivery of goods or services for periods ending on or after the Effective Time; (ii) ad valorem Taxes, if any, on the Assets; (iii) property Taxes, if any, on the Assets; and (iv) if cut off statements cannot be obtained as of Closing, all utilities servicing any of the Assets, including water, sewer, telephone, electricity and gas service, except that payments for ad valorem and property Taxes shall initially be determined based on the previous year's Taxes and shall later be adjusted to reflect the current year's Taxes when the Tax bills are finally rendered. The parties shall cooperate to avoid, to the extent legally possible, the payment of duplicate Taxes, and each party shall furnish, at the request of the other, proof of payment of any Taxes or other documentation which is a prerequisite to avoid payment of a duplicate Tax. Any such amounts

which are not available within 30 days after the Closing Date shall be similarly prorated as soon as practicable thereafter. Sellers shall pay to LifePoint Sub, or LifePoint Sub shall pay to Sellers, as the case may be, within 10 days after the determination thereof, any unpaid prorated amount attributable to periods prior to, or following, the Effective Time.

2.10. Meaningful Use Reimbursement. Portage Health shall (a) commence its first year of participation in the Medicare and Medicaid electronic health record (“EHR”) incentive program to demonstrate meaningful use of certified EHR technology with respect to the Hospital and eligible professionals prior to Closing, and (b) successfully attest to the meaningful use of certified EHR technology with respect to the Hospital by November 30, 2013 and with respect to eligible professionals by January 31, 2014. The Excluded Assets shall be deemed to include all Medicare and Medicaid “meaningful use” monies received by the Joint Venture or Sellers in respect to such attestation for the first year participation, currently estimated to be \$1,700,000 (the “Meaningful Use Reimbursement”).

2.11. Allocation of Cash Proceeds Among Sellers. The Sellers shall specify in the Closing Payment Certificate the allocation of Cash Proceeds payable at Closing among the Sellers. The allocation shall be revised by Sellers after Closing to reflect the final Closing Net Working Capital and final Cash Proceeds. The final allocation of the Cash Proceeds among the Sellers shall be binding upon the parties and they shall report, act and file all Tax Returns and informational filings consistent with such final allocation and shall not take any position which is inconsistent with such final allocation unless required to do so by Legal Requirements.

2.12. USAC Reimbursement. The Hospital and certain of the Ancillary Facilities currently participate as “eligible health care providers” in the Rural Health Care Pilot Program (the “Program”), which is a support program administered by the Federal Communications Commission through its agent, Universal Service Administrative Company (“USAC”), to help rural health care providers secure access to affordable telecommunication and internet services by providing funding assistance. In the event the Hospital and its qualifying Ancillary Facilities no longer qualify as “eligible health care providers,” any remaining funding assistance will terminate and all or a portion of monies previously paid in accordance with the Program may need to be reimbursed to USAC (the “USAC Reimbursement Obligations”). The parties recognize that consummation of the transactions contemplated herein place the Hospital and the Ancillary Facilities at risk of losing their status as “eligible healthcare providers.” The parties agree that the Joint Venture shall be responsible for and shall pay when due, all USAC Reimbursement Obligations. If the USAC Reimbursement Obligations are imposed against the Sellers, the Sellers shall obtain written evidence reasonably satisfactory to the Joint Venture of Sellers’ USAC Reimbursement Obligations. Upon receipt of such evidence that a USAC Reimbursement Obligation is being imposed against the Sellers, the Joint Venture shall pay when due, the USAC Reimbursement Obligations. The full amount of any USAC Reimbursement Obligations net of any replacement funding obtained by the Joint Venture shall be considered “payments for capital improvements” under and for purposes of the commitments contained in Section 9.10.

3. CLOSING

3.1. Closing. Subject to the satisfaction or waiver by the applicable party of the conditions precedent to Closing specified in Articles 7 and 8 hereof, the consummation of the transactions contemplated by and described in this Agreement (the “Closing”) shall take place on October 31, 2013, or at such earlier or later date and/or at such other location as Sellers, LifePoint Sub and the Joint Venture may mutually designate in writing (the “Closing Date”). The Closing shall be effective as of 12:01 a.m. on the day immediately following the Closing Date or such other date and time as the parties may agree in writing (the “Effective Time”).

3.2. Actions of Sellers at Closing. At the Closing and unless otherwise waived in writing by the applicable party, Sellers shall deliver the following to LifePoint Sub and the Joint Venture:

- (a) one or more Warranty Deed(s) conveying to the Joint Venture or its designated affiliate good and marketable fee simple title in the Included Real Property (which, at the discretion of the Joint Venture may describe the Included Real Property by reference to the description contained in the Survey approved by the Joint Venture), subject only to the Permitted Encumbrances, in the form attached as Exhibit 3.2(a) executed by the applicable duly authorized officer of Sellers;
- (b) a General Bill of Sale and Assignment in the form attached as Exhibit 3.2(b) (“Bill of Sale”) executed by the applicable duly authorized officer of Sellers;
- (c) an Assignment and Assumption Agreement in the form attached as Exhibit 3.2(c) (the “Assignment and Assumption”) executed by the applicable duly authorized officer of Sellers;
- (d) an Assignment and Assumption of Leases for the Leased Real Property, in the forms attached as Exhibits 3.2(d)(i) and 3.2(d)(ii) (the “Assumptions of Lease Agreements”) executed by the applicable duly authorized officer of Sellers;
- (e) a Non-Compete Agreement in the form attached as Exhibit 3.2(e) (the “Sellers Non-Compete Agreement”) executed by the applicable duly authorized officer of Sellers;
- (f) a transition services agreement in a form attached as Exhibit 3.2(f) (the “Transition Services Agreement”) executed by the applicable duly authorized officer of Sellers;
- (g) an Amended and Restated Limited Liability Company Agreement of the Joint Venture in the form attached as Exhibit 3.2(g) (the “LLC Agreement”) executed by the applicable duly authorized officer of Sellers;
- (h) amendments to the Articles of Incorporation of each of the Sellers changing the their respective names to new names acceptable to LifePoint Sub (“Name Amendments”) executed by the applicable duly authorized officer of Sellers;
- (i) a Funds Flow Memorandum executed by the applicable duly authorized officer of Sellers;
- (j) a Put Agreement in the form attached as Exhibit 3.2(j) (the “Put Agreement”) executed by the applicable duly authorized officer of Sellers;
- (k) a Call Agreement in the form attached as Exhibit 3.2(k) (the “Call Agreement”) executed by the applicable duly authorized officer of Sellers;
- (l) a non-foreign affidavit dated as of the Closing Date in the form attached as Exhibit 3.2(l) executed by the applicable duly authorized officer of Sellers;
- (m) an estoppel certificate duly executed by a duly authorized officer of Sellers with respect to each real property lease included in the Assumed Contracts in the form attached as Exhibit 3.2(m);

(n) a joinder executed by a duly authorized officer of the Portage Health Foundation, Inc. (the "Foundation") solely for the purpose of (i) agreeing to assure the obligations of Sellers Group pursuant to the provisions of Section 9.15 and 11.5 and Article 10 of this Agreement and (ii) granting the Foundation authority to enforce any provision of this Agreement in the form attached as Exhibit 3.2(n) (the "Foundation Joinder");

(o) copies of resolutions duly adopted by the board of directors of Sellers authorizing and approving Sellers' performance of the transactions contemplated hereby and the execution, delivery and performance of this Agreement and the documents described herein to which it is a party, certified as true and of full force as of Closing by the applicable duly authorized officer of Sellers;

(p) a certificate of Sellers executed on its behalf by a duly authorized officer of Sellers certifying that the conditions in Section 7.1 have been satisfied;

(q) a certificate of incumbency for the officers of Sellers executing this Agreement or any other agreements or certificates to be executed or delivered on behalf of Sellers pursuant hereto dated as of the Closing Date;

(r) a certificate of good standing of each of the Sellers and the Included Joint Venture from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services (the "Department"), each dated the most recent practical date prior to Closing;

(s) one or more duly executed limited powers of attorney for use of Pharmacy License, Drug Enforcement Administration ("DEA") and other controlled substance registration numbers, and DEA order forms, in the form attached as Exhibit 3.2(s) (the "Powers of Attorney");

(t) an "Owner's Affidavit" in the Title Company's standard form sufficient to remove each standard pre-printed exception from the Title Policy, except for matters shown on the Survey (as hereinafter defined);

(u) certificates of title for each vehicle included in the Assets executed by the applicable duly authorized officer of Sellers;

(v) possession and custody of the original minute books, transfer ledgers or similar organizational books of the Included Joint Venture, to the extent in Sellers' possession;

(w) a Medical Records Custody Agreement in a form mutually agreeable to Sellers and LifePoint Sub (the "Custody Agreement") executed by the applicable duly authorized officer of Sellers;

(x) copies of the Conditional Tax Clearance Request (Form 514) submitted by Sellers to the Michigan Department of Treasury and, if received by Closing, the Conditional Tax Clearance granted by the Michigan Department of Treasury;

(y) a Michigan Form UIA1395 from the Michigan Unemployment Insurance Agency certifying the status of Sellers' liability for unemployment Taxes;

(z) at least two business days prior to Closing, a Michigan Form UIA 1027, Business Transferor's Notice to Transferee of Unemployment Tax Liability and Rate;

(aa) subject to obtaining required consents for transfer, certificates, assignments or other appropriate instruments of transfer of Sellers' ownership interests in UPHP, UPMC and the Included Joint Venture, duly endorsed for transfer to the Joint Venture;

(bb) a letter agreement between Sellers and the Joint Venture with respect to Mercy EMS, Inc., in form acceptable to Sellers and LifePoint Sub (the "Mercy EMS Agreement"), executed by a duly authorized officer of Sellers; and

(cc) such other instruments and documents as LifePoint Sub reasonably deems necessary to effect the transactions contemplated hereby.

3.3. Actions of LifePoint Sub at Closing. At the Closing and unless otherwise waived in writing by the applicable party, LifePoint Sub shall deliver:

(a) to Sellers:

(i) the LLC Agreement executed by a duly authorized officer of LifePoint Sub;

(ii) the Put Agreement executed by a duly authorized officer of LifePoint Sub;

(iii) the Call Agreement executed by a duly authorized officer of LifePoint Sub;

(iv) the Funds Flow Memorandum executed by a duly authorized officer of LifePoint Sub;

(v) copies of resolutions duly adopted by the sole member of LifePoint Sub authorizing and approving LifePoint Sub's performance of the transactions contemplated hereby and the execution, delivery and performance of this Agreement and the documents described herein to which it is a party, certified as true and of full force as of Closing by a duly authorized officer of LifePoint Sub;

(vi) a certificate of LifePoint Sub executed on its behalf by a duly authorized officer of LifePoint Sub certifying that the conditions in Section 8.1 have been satisfied;

(vii) a certificate of incumbency for the officers of LifePoint Sub executing this Agreement or any other agreements or certificates to be executed or delivered on behalf of LifePoint Sub dated as of the Closing Date;

(viii) a certificate of active status of LifePoint Sub from the Delaware Secretary of State, dated the most recent practical date prior to Closing;

(ix) evidence such as an amendment or joinder to operating agreement, shareholder agreement or other governing documents of the Included Joint Venture of the Joint Venture becoming an owner subject to all agreements of the Included Joint Venture, UPHP or UPMC; and

(x) such other instruments and documents as Sellers reasonably deems necessary to effect the transactions contemplated hereby.

(b) to the Joint Venture:

(i) an amount equal to the Cash Contribution;

(ii) a Management Agreement in the form attached as Exhibit 3.3(b)(ii) (the “Management Agreement”) executed by a duly authorized officer of LifePoint Sub;

(iii) an Employee Services Agreement in the form attached as Exhibit 3.3(b)(iii) (the “Employee Services Agreement”) executed by a duly authorized officer of the Joint Venture; and

(iv) a Cash Management Agreement in the form attached as Exhibit 3.3(b)(iv) (the “Cash Management Agreement”) executed by a duly authorized officer of LifePoint Hospitals, a Delaware corporation.

3.4. Actions of the Joint Venture at Closing. At the Closing and unless otherwise waived in writing by the applicable party, the Joint Venture shall deliver:

(a) to Sellers:

(i) the Cash Proceeds;

(ii) evidence of the issuance of the Class A Units;

(iii) the Assignment and Assumption executed by a duly authorized officer of the Joint Venture;

(iv) the Assumptions of Lease Agreements executed by a duly authorized officer of the Joint Venture;

(v) the Sellers Non-Compete Agreement executed by a duly authorized officer of the Joint Venture;

(v) the Transition Services Agreement executed by a duly authorized officer of the Joint Venture;

(vi) the Mercy EMS Agreement executed by a duly authorized officer of the Joint Venture;

(vii) the Custody Agreement executed by a duly authorized officer of Joint Venture;

(viii) the Foundation Joinder executed by a duly authorized officer of the Joint Venture;

(ix) copies of resolutions duly adopted by the Governing Board and by the sole member of the Joint Venture authorizing and approving the Joint Venture’s performance of the transactions contemplated hereby and the execution, delivery and

performance of this Agreement and the documents described herein to which it is a party, certified as true and of full force as of Closing by a duly authorized officer of the Joint Venture;

(x) a certificate of incumbency for the officers of the Joint Venture executing this Agreement or the other agreements or certificates to be executed or delivered on behalf of the Joint Venture, dated as of the Closing Date;

(xi) a certificate of active status of the Joint Venture from the Delaware Secretary of State, dated the most recent practical date prior to Closing;

(xii) evidence of the qualification of the Joint Venture to do business in the State of Michigan, dated the most recent practical date prior to Closing; and

(xiii) such other instruments and documents as Sellers reasonably deems necessary to effect the transactions contemplated hereby.

(b) to LifePoint Sub:

(i) evidence of the issuance of the additional Class B Units;

(ii) the Management Agreement executed by a duly authorized officer of the Joint Venture;

(iii) the Employee Services Agreement executed by a duly authorized officer of the Joint Venture; and

(iv) the Cash Management Agreement executed by a duly authorized officer of the Joint Venture.

(c) to any debtors identified in Exhibit 2.1(d), the funds necessary to pay off all outstanding debt of Sellers which are secured by the Assets, as reflected in pay-off letters provided as Exhibit 2.1(d).

3.5. Additional Acts. From time to time after Closing, each party shall execute and deliver such other instruments of conveyance and transfer, and take such other actions as another party hereto may reasonably request, to more effectively convey and transfer full right, title and interest to, vest in, and place each party, in legal and actual possession of, as applicable, any and all of the Assets.

4. REPRESENTATIONS AND WARRANTIES OF SELLER

To induce LifePoint Sub and the Joint Venture to execute and deliver this Agreement and to consummate the transactions contemplated herein, Sellers, jointly and severally, represent and warrant to LifePoint Sub and the Joint Venture the following, as of the date hereof (except in cases where the representation speaks to another date, in which case as of such date) except as set forth in the Disclosure Schedules attached hereto (the "Disclosure Schedules"):

4.1. Capacity. Each of the Sellers is a nonprofit corporation (except CCA which is a for profit corporation) duly organized and validly existing and in good standing under the laws of the State of Michigan. Except as set forth on Schedule 4.1, (i) no Seller is licensed, qualified or admitted to do business in any jurisdiction other than in the State of Michigan and (ii) there is no jurisdiction in which

the ownership, use or leasing of any of Sellers' assets or properties, or the conduct or nature of its business, makes such licensing, qualification or admission necessary. Other than Sellers and those persons set forth on Schedule 4.1, there are no other persons that conduct the operations of the Business.

4.2. Powers; Consents; Absence of Conflicts With Other Agreements. The execution, delivery and performance by each of the Sellers of this Agreement and any of the other agreements referenced in or ancillary hereto to be executed and delivered by such Seller pursuant hereto and the consummation of the transactions contemplated herein and therein by Sellers (a) are within the corporate powers of such Seller and are not in contravention of the terms of its Articles of Incorporation or Bylaws, or any amendments thereto, and have been duly authorized by all appropriate corporate action; (b) except as set forth on Schedule 4.2(b), do not require any of the Sellers to obtain any approval or consent of, or make any filing with, any governmental agency or authority bearing on the validity of this Agreement which is required by Legal Requirements; (c) will not (i) except as set forth on Schedule 4.2(c), conflict with or result in any breach or contravention of any Listed Contract, (ii) permit the acceleration of the maturity of the Assumed Liabilities, or (iii) result in the creation of any Encumbrance (as hereinafter defined) affecting any of the Assets other than Permitted Encumbrances; (d) do not violate any Legal Requirements to which the Sellers or the Assets, may be subject; and (e) do not violate any judgment of any court or governmental authority to which Sellers or the Assets may be subject.

4.3. Binding Agreement. This Agreement and all agreements to be executed and delivered by any Seller pursuant hereto have been (or will be when executed and delivered) duly and properly authorized and executed by such Seller. This Agreement has been duly and validly executed and delivered by each of the Sellers and, assuming due execution and valid delivery by the Joint Venture and LifePoint Sub, this Agreement and the other documents to be executed and delivered by such Seller hereunder (when executed and delivered) constitute or will constitute the valid and legally binding obligations of the executing Seller, enforceable against such Seller in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and general principles of equity.

4.4. Included Joint Venture.

(a) The Included Joint Venture is a nonprofit corporation and is duly organized on a membership basis and validly existing in good standing under the laws of the State of Michigan. The Included Joint Venture is duly qualified or admitted to do business and is in good standing in all jurisdictions in which the ownership, use or leasing of their respective assets or properties, or the conduct or nature of their respective businesses, makes such qualification or admission necessary.

(b) Complete and genuine copies of the articles of organization, joint venture, partnership, operating agreement, articles of incorporation, bylaws and all other agreements, instruments and documents relating to the creation and governance of the Included Joint Venture have been provided to LifePoint Sub. All the issued and outstanding ownership, membership, equity or other interests of the Included Joint Venture owned by Sellers are set forth on Schedule 4.4(b) and are validly issued, outstanding, fully paid and non-assessable, and all such ownership, membership, equity or other interest indicated on Schedule 4.4(b) are owned beneficially and of record, by Sellers, free of any Encumbrance other than Permitted Encumbrances and except as set forth on Schedule 4.4(b). Except as set forth on Schedule 4.4(b), there are no proxies, voting agreements, shareholder or other agreements with respect to such ownership, membership, equity or other interests, and there are not any existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating Sellers to transfer or sell any ownership, membership, equity or other interests of the Included Joint Venture. To the knowledge of Sellers,

Schedule 4.4(b) lists the other owners and their respective ownership, membership, equity or other interests of the Included Joint Venture.

4.5. No Outstanding Rights. Except as set forth on Schedule 4.5, the Sellers have not granted any rights (including any rights of first refusal or offer or rights of reverter or other preemptive rights), options, or entered any contracts giving any person any current or future right to require Sellers, or following the Closing Date, LifePoint Sub or the Joint Venture, to sell or transfer to such person or to any third party all or any part of the Assets outside the ordinary course of the Business.

4.6. Financial Statements.

(a) Schedule 4.6(a) contains copies of the following financial statements of Sellers and their subsidiaries (the “Financial Statements”): (i) unaudited consolidated balance sheet, dated as of May 31, 2013 (the “Balance Sheet Date”), (ii) unaudited consolidated statement of operations for the eleven (11) months ended on the Balance Sheet Date; and (iii) audited consolidated financial statements of Sellers and subsidiaries as of and for the years ended June 30, 2012, 2011 and 2010.

(b) Except as otherwise set forth on Schedule 4.6(b), the Financial Statements have been (and, in the case of the financial statements to be delivered pursuant to Section 6.8, will be) prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated except, in the case of the unaudited Financial Statements, for the absence of footnotes (that, if presented, would not differ materially from those included in the most recent audited Financial Statements and normal recurring year-end adjustments, the effect of which would not individually or in the aggregate, be material). The Financial Statements fairly present (and the Financial Statements delivered pursuant to Section 6.8 will be) in all material respects the financial condition and results of operations of Sellers and their subsidiaries as of the dates indicated thereon and for the periods referred to therein. As used in this Agreement, the term “GAAP” means generally accepted accounting principles, methods and practices in the United States.

4.7. Listed Contracts.

(a) Other than Immaterial Contracts, Schedule 4.7(a) lists all commitments, contracts, leases, and agreements, whether written or oral, to which any of the Sellers is a party or by which any of the Sellers, the Business, the Facilities or any of the Assets are bound including the Program Agreements (the “Listed Contracts”). Notwithstanding the foregoing, the term “Listed Contracts” shall include, whether written or oral, all agreements: (i) pursuant to which Sellers have any interest as a lessor, lessee, licensor or licensee of real property; (ii) concerning payment, performance of services or delivery of goods, regardless of amount, with any referral source, including all physicians and healthcare providers; (iii) with any labor union or collective bargaining group or organization; (iv) with one or more directors, trustees, stockholders, partners, affiliates or officers of Sellers; and (v) that prohibit or restrict competition or the conduct of any lawful business by Sellers. Sellers have delivered to LifePoint Sub copies of all written Listed Contracts.

(b) Except as listed on Schedule 4.7(b): (i) each of the Assumed Contracts are in full force and effect; (ii) each of the Assumed Contracts constitutes a valid and legally binding obligations of such of the Sellers as are parties thereto, as applicable, and, to the knowledge of Sellers, of the other parties thereto and are enforceable in accordance with their terms against such Seller and, to the knowledge of Sellers, against the other parties thereto, except as

enforceability may be limited, restricted or delayed by applicable bankruptcy or other Legal Requirements affecting creditor's rights and debtor's relief generally and general principles of equity; (iii) each of the Sellers is and has been in material compliance with the terms and requirements of each Assumed Contract; (iv) each other party that has or had any obligation or liability under any Assumed Contract is and has been in material compliance with the terms and requirements of such Assumed Contract; (v) to Sellers' knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a material violation or breach of, or give any party the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Assumed Contract; (vi) no Seller has received any unresolved notice (whether oral or written) regarding any actual or alleged material violation or breach of, or default under, any Assumed Contract; (vii) there are no renegotiations of, or outstanding rights to renegotiate any Assumed Contract to the knowledge of Sellers, and no party has made written demand for such renegotiation; (viii) no purchase commitment by any of the Sellers that is an Assumed Contract is in excess of the ordinary business requirements of the Business; and (ix) subject to obtaining all required consents for assignment identified on Schedule 4.7(b)(ix), the execution, delivery and performance of this Agreement by Sellers (including the assignment of any Assumed Contracts to the Joint Venture) will not contravene, conflict with, or result in a violation or breach of any provision of, or give any party the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Assumed Contract.

4.8. Real Property.

(a) Sellers own good and marketable title in fee simple to the Included Real Property, together with all buildings, improvements and fixtures thereon, all easements and other appurtenances and rights serving or benefitting, the Included Real Property, together with any rights, privileges or interests of Sellers in any adjacent streets, rights of way or drainage areas serving the Included Real Property. A list of the Included Real Property is contained on Schedule 1.1(b) (which Schedule includes a legal description of the parcels and tracts constituting the Included Real Property as reflected in Sellers's vesting deeds to such Included Real Property). A list, which list describes the parties, date of lease and any amendments and premises leased, of all leases pursuant to which Sellers leases real property as a lessor, is contained on Schedule 4.8(a)(i) (each, a "Lease"). Schedule 4.8(a)(i) also includes a list, which list describes the parties, date of lease and any amendments and premises leased, of all of the real property leased, licensed or otherwise occupied by Sellers as a "tenant," "lessee" or "licensee" (the "Sellers' Occupied Leases") together with any amendments to any of the Sellers' Occupied Leases. Sellers has a leasehold interest in and under all of the Sellers' Occupied Leases and, to the knowledge of Sellers, the Sellers' Occupied Leases are presently in full force and effect according to their terms and are the valid and binding obligations of the respective Sellers, as applicable. The Real Estate constitutes all of the real property used by Sellers in the operation of the Facilities. Except for what is set forth in the Title Commitment, to the knowledge of Sellers, there exist no mortgages, liens, restrictions, agreements, claims, easements, encroachments, rights of way, variances, reservations, pledges, security interests, conditional sales agreements, rights of first refusal, options, or similar encumbrances of any nature (collectively, the "Encumbrances") affecting the Included Real Property, and Sellers are in actual possession of the premises described under the Sellers' Occupied Leases. At Closing, Sellers will transfer and convey to the Joint Venture or its designated affiliates good and marketable fee simple title in and to the Included Real Property, free and clear of any Encumbrance, except: (i) real estate Taxes not yet due and payable; (ii) matters reflected as exceptions in the Title Commitment (as hereinafter defined) except to the extent cured, removed or insured over under the provisions of Section 6.9; and (iii) matters

disclosed on the Survey, except to the extent the Survey is modified under the provisions of Section 6.9; (vi) those Encumbrances set forth on Schedule 4.8(a) and (v) any Encumbrances created or caused by LifePoint Sub or its affiliates, (the foregoing items (i) through (v) being referred to herein as the “Permitted Encumbrances”). At Closing, except as provided in Section 11.1, Sellers will assign and convey to the Joint Venture or its designated affiliates good and valid leasehold interests in the Leased Real Property under the Sellers Occupied Leases free and clear of any Encumbrance (other than Permitted Encumbrances and other matters that will not interfere with the use and occupancy by the Joint Venture of the Leased Real Property).

(b) To the knowledge of Sellers, the Included Real Property is zoned to permit the uses for which it is presently used or has sufficient variances or conditional use permits to permit such use. To Sellers’s knowledge, all utilities serving the Included Real Property is adequate to operate the Facilities in the manner they are currently operating. Sellers has not received a written notice of any action to alter the zoning or zoning classification or to condemn, requisition or otherwise take all or any portion of the Real Estate.

4.9. Title to Personal Property. Subject to Permitted Encumbrances and except as set forth on Schedule 4.9, Sellers have good and valid title to and ownership of all personal property, whether tangible or intangible, making up all or any portion of the Assets, except for personal property leased or licensed by Sellers, for which Sellers have good and valid leasehold or license interests. Except as set forth in Schedule 4.9, none of the Assets that constitute personal property owned by Sellers is subject to any Encumbrance, other than Permitted Encumbrances and Assumed Liabilities. At Closing, Sellers will convey to the Joint Venture or its designated affiliates good and valid title to the Assets that constitute personal property, whether tangible or intangible, free and clear of any Encumbrance, other than Permitted Encumbrances and Assumed Liabilities. At Closing, Sellers will convey to the Joint Venture good and valid leasehold or license interests in the Assets that constitute personal property, whether tangible or intangible, that are subject to a lease or license which is an Assumed Contract, free and clear of any Encumbrance, other than Permitted Encumbrances and Assumed Liabilities.

4.10. Insurance. Set forth on Schedule 4.10 is a list of each of the insurance policies relating to the ownership of the Assets and the operation of the Business, reflecting the policies’ terms, identity of insurers, amounts and coverage. All of such policies, or similar replacement policies, are now and will be in full force and effect immediately prior to the Effective Time with no premium arrearages. None of the Sellers has (a) received any written notice from any such insurance company canceling or materially amending any of such insurance policies, and, to Sellers’ knowledge, no such cancellation or amendment is threatened or (b) failed to give any required notice or present any material claim which is still outstanding under any of such policies with respect to the Business or any of the Assets. Schedule 4.10 includes a list of Sellers’ self-insurance policies. Sellers maintain their professional liability coverage on a “claims made” basis.

4.11. Litigation or Proceedings. Except as listed on Schedule 4.11, there are no claims, actions, suits, proceedings or investigations pending or, to Sellers’ knowledge, threatened against or adversely affecting Sellers, the Business or the Assets, at law or in equity, before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located. Except as set forth on Schedule 4.11, none of the Sellers are now, or have been within the preceding five years, a party to any injunction, order, or decree restricting the method of the conduct of the Business or the marketing of the Business or its services.

4.12. Tax Liabilities.

(a) As used herein, “Taxes” means (i) any federal, state, or local government income, gross receipts, license, payroll, employment, excise, severance, stamp, ad valorem, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, social security, unemployment, disability, hospital provider, real property, personal property, unclaimed property, sales, use, transfer, value added, alternative or add-on minimum or estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other person.

(b) As used herein, “Tax Return” means any return, declaration, report, claim for refund, information return, Tax filing obligation of any Section 501(c)(3) or (4) organization or statement relating to Taxes, including any schedule or attachment thereto, and any amendment thereof.

(c) Sellers have timely filed or caused to be filed all Tax Returns which are required to be filed by Sellers with respect to the Facilities, the Assets or the conduct of the Business and, to Sellers’ knowledge, all such Tax Returns which have been filed by Sellers are true and correct in all material respects. All Taxes shown as due and owing on such Tax Returns with respect to the Facilities or the Assets have been paid.

(d) Sellers have withheld or collected and paid over to the appropriate taxing or other governmental authorities (or is properly holding for such payment) all Taxes required by Legal Requirements to be withheld or collected with respect to its operations, including withholdings on payments to Sellers for sales and use Taxes or payments by Sellers to employees or independent contractors on account of federal and state income Taxes, the Federal Insurance Contribution Act, and the Federal Unemployment Tax Act.

(e) Each Seller other than CCA (i) is an organization described in Section 501(c)(3) of the Code and is exempt from taxation to the extent described in Section 501(a) of the Code; (ii) is not a private foundation within the meaning of Section 509(a) of the Code; and (iii) is in possession of determination letters from the Internal Revenue Service regarding its federal income tax exemption, which determination letters have not been revoked or otherwise modified. Sellers have not entered into any transaction which has constituted or may constitute an “excess benefit transaction” within the meaning of Section 4958 of the Code and the Treasury Regulations thereunder. Except as set forth on Schedule 4.12(e), the Included Real Property, the Facilities and the personal property included in the Assets are, and shall be through the Closing Date, exempt from all real and personal property Taxes and there are no municipal assessments, for betterments or otherwise, on, related to or, to Sellers’ knowledge, under consideration for the Included Real Property.

4.13. Employee Benefit Plans.

(a) Schedule 4.13(a) sets forth a list (collectively the “Benefit Plans”) of all “employee benefit plans,” as defined in Section 3(3) of ERISA, all specified fringe benefit plans as defined in Section 6039D of the Code, and all other bonus, incentive compensation, deferred compensation, profit sharing, stock option, severance, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, sick leave, fringe benefit or welfare plan or employment or change in control agreement,

or any other similar plan, agreement, policy or understanding (whether oral or written, qualified or non-qualified) and any trust, escrow or other funding arrangement related thereto, (i) which is currently or has been maintained or contributed to by Sellers or any of their affiliates within the prior six years, or (ii) with respect to which Sellers or any of their affiliates have any liability or obligations to any current or former officer, employee or service provider of Sellers or the Business, or the dependents of any thereof, regardless of whether funded, and/or in which any current or former employee or service provider of Sellers or any of their affiliates or any dependents thereof, participate. For purposes of this Section 4.13, the term “affiliate” is any person or entity which, together with the Sellers, would be treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code.

(b) None of the Sellers or any of their affiliates has been liable at any time in the preceding six years for contributions to a plan that is or has been at any time subject to Section 412 of the Code, Section 302 of ERISA and/or Title IV of ERISA; a multiemployer plan (as defined in Section 3(37) or Section 4001(a)(3) of ERISA); or a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA).

(c) With respect to the Benefit Plans, there have been no material prohibited transactions or material breaches of fiduciary duty or other breaches or violations that could subject Sellers or any of their affiliates to any liability. Each Benefit Plan intended to be qualified under Section 401(a) of the Code has a current favorable determination letter (or, in the case of a standardized form or paired plan, a favorable opinion or notification letter). No event has occurred which could cause any Benefit Plan to become disqualified or fail to comply with the respective requirements of Sections 401(a), 403(b) or 457 of the Code, as applicable, or that would make a distribution from such Benefit Plans to be ineligible to be rolled into an individual retirement account or a plan that is qualified under Section 401(a) of the Code. Each Benefit Plan has been operated in all material respects in accordance with its terms. There are no actions, audits, claims, investigations or government enforcement actions pending or, to Sellers’ knowledge, threatened against Sellers, the Benefit Plans or any of them, other than routine claims for benefits. Any contributions, including salary deferrals, required to be made pursuant to the terms of any of the Benefit Plans or, as applicable, the Collective Bargaining Agreements, as of the date of this Agreement have been timely made. The consummation of the transactions contemplated hereby will not accelerate the time of vesting or payment, or increase the amount, of compensation payable to any employee, officer, former employee or former officer of Sellers or any of their affiliates.

(d) Schedule 4.13(d) lists all current and former employees of Sellers and their beneficiaries who are currently eligible for and/or have elected continuation coverage under COBRA. No Benefit Plans provide for, and no written or oral agreements have been entered into promising or guaranteeing, the continuation of medical, dental, vision, life or disability insurance coverage for any current or former employees of Sellers or their beneficiaries for any period of time beyond termination of employment (except to the extent of coverage required under COBRA).

(e) No Benefit Plan or other agreement exists that could result in the payment to any present or former employee or director of Sellers or any of their affiliates of any money or other property or accelerate or provide any other rights of benefits to any present or former employee of Sellers or any of their affiliates as a result of the transactions contemplated by this Agreement, whether or not such payment would constitute a parachute payment within the meaning of Section 280G of the Code.

(f) Except for the Portage Health Employee Pretax Contribution 457(b) Plan (the “457(b) Plan”) none of the Sellers or any of their affiliates has ever or currently maintains, contributes, or otherwise had any liability with respect to a nonqualified deferred compensation plan. All accrued benefits under the 457(b) Plan described in this Section 4.13(f) are fully funded through a grantor trust.

(g) Each Benefit Plan that is a “nonqualified deferred compensation plan” (as defined for purposes of Section 409A(D)(1) of the Code) (i) has been operated since January 1, 2005 in good faith compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan is subject to Section 409A of the Code, and (ii) as to any such plan in existence prior to January 1, 2005 and not subject to Section 409A of the Code, has not been “materially modified” (within the meaning of IRS Notice 2005-1) at any time after October 3, 2004.

4.14. Employees and Employee Relations.

(a) Except as set forth on Schedule 4.14(a)(i), no collective bargaining agreement exists or is being negotiated by Sellers or any of their affiliates. Except as set forth on Schedule 4.14(a)(i), no demand has been made for recognition by a labor organization by or with respect to any employees at the Business. To Sellers’ knowledge, except as set forth on Schedule 4.14(a)(i), no union organizing activities by or with respect to any employees at the Business is taking place, and none of the employees at the Business are represented by any labor union or organization. Except as set forth on Schedule 4.14(a)(ii), there is no unfair practice claim against any of the Sellers before the National Labor Relations Board, nor any strike, dispute, slowdown or stoppage pending or, to Sellers’ knowledge, threatened against or involving the Business. Except as set forth on Schedule 4.14(a)(ii), there are no pending or, to Sellers’ knowledge, threatened unfair labor practices claims, equal employment opportunity claims, human rights or civil rights complaints, wage and hour claims, unemployment compensation claims, workers’ compensation claims or the like with respect to the Business. To the Sellers’ knowledge, it has complied in all material respects with all requirements of the Immigration and Reform Control Act of 1986. Sellers have not experienced within the preceding 12 months a “plant closing” or “mass layoff” within the meaning of WARN. Except as set forth on Schedule 4.14(a)(ii), none of the Sellers has, during the ninety (90) day period prior to the date of this Agreement, terminated any employees.

(b) Schedule 4.14(b) contains a list of the names and current hourly wage, monthly salary and other compensation of all employees and independent contractors who provide services to the Sellers at the Facilities. Except as set forth in Schedule 4.14(b), all of such employees are “at will” employees or are otherwise employed subject to the Collective Bargaining Agreements. The Sellers have properly classified individuals providing services as independent contractors or employees, as the case may be.

4.15. Post-Balance Sheet Date Results. Except as set forth in Schedule 4.15, since the Balance Sheet Date, there has not been any Material Adverse Effect, and to Sellers’ knowledge no event has occurred or circumstance exists that could reasonably be expected to result in a Material Adverse Effect, nor has there been any transaction or occurrence in which Sellers have: (a) suffered any material damage, destruction or loss with respect to or affecting any of the Assets; (b) sold, transferred or otherwise disposed of any of the Assets, except in the ordinary course of business; (c) granted or incurred any obligation for any increase in the compensation of any employee who is employed at the Facilities (including any increase pursuant to any bonus, pension, profit-sharing, retirement, or other plan or commitment), except in the ordinary course of business; (d) made any change in any method of

accounting or accounting principle, practice, or policy; (e) suffered any change resulting in a Material Adverse Effect; (f) suffered any labor dispute, event or condition of any character that materially and adversely affected or interfered with the operations of the Facilities; (g) suffered any changes in the composition of the medical staff of the Facilities, other than normal turnover occurring in the ordinary course of business; (h) made any changes in the rates charged by the Business for its services, other than those made in the ordinary course of business; (i) taken any other action neither in the ordinary course of business nor provided for in this Agreement. As used herein, the term “Material Adverse Effect” means any event, occurrence, development, fact, condition, state of circumstances, change or effect that (i) is, or is reasonably likely in the future to be, individually or in the aggregate, materially adverse to the business, operations, results of operations, condition, properties (including intangible properties and the use and access to the Included Real Property), rights, obligations or assets of Sellers or the Business or (ii) materially impairs or delays, or is reasonably likely to materially impair or delay, the ability of Sellers to consummate the transactions contemplated hereby or to perform its obligations under this Agreement, except for any event, fact, condition, change, circumstance, occurrence or effect constituting, resulting from or arising out of changes, events or developments (x) in or affecting the economy or the industry in which the Facilities or Sellers operates, including events or developments in financial or securities markets, general business conditions or the economy in general and any change in Legal Requirements or accounting rules, unless any of the foregoing changes, events or developments may have a disproportionate impact on the Facilities or Sellers and (y) attributable to the announcement or pendency of the transactions contemplated by this Agreement or resulting from or relating to compliance with the terms of, or the taking of any action required by this Agreement.

4.16. Finders. Except for Juniper Advisory, LLC, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Sellers directly with LifePoint Sub and the Joint Venture without the intervention of any person on behalf of Sellers in such manner as to give rise to any valid claim by any such person against Sellers, LifePoint Sub or the Joint Venture for a finder’s fee, brokerage commission or similar payment. Sellers shall be solely responsible for satisfying obligations, if any, of Sellers to Juniper Advisory, LLC in connection with the services provided thereby.

4.17. Regulatory Compliance.

(a) Except as set forth on Schedule 4.17(a), to Sellers’ knowledge, Sellers, the Assets and the Business have been, since January 1, 2007, and are presently in compliance with all Legal Requirements. During the preceding three year period, Sellers have not received any written notice that any of the operations of the Sellers or the Business are not in compliance in any material respect with any Legal Requirements, and to the knowledge of Sellers, none of the Sellers or the Business is under investigation for any violations of any Legal Requirements.

(b) The Hospital is licensed by the Michigan Department of Community Health (“MDCH”) as a 36-bed medical surgical hospital and the Skilled Nursing Facility is licensed by the MDCH as a 60-bed skilled nursing facility, both consistent with the Legal Requirements of the State of Michigan. Schedule 4.17(b) sets forth a list of all licenses, registrations, permits, certificates of authority, Certificates of Need (as defined below), clearances and other authorizations, consents and approvals of any governmental entity required for the lawful operation of the Assets and the Business by Sellers (the “Licenses”). Sellers have all Licenses required for the ownership, development, or operation of the Business and the Assets, and all of the Licenses are now and as of Closing shall be in good standing, in full force and effect and, to Sellers’ knowledge, not subject to meritorious challenge. During the preceding three year period, none of the Sellers has received any written notice from any governmental entity regarding any violation in any material respect of any License (other than any surveys or deficiency reports for which Sellers have submitted a plan of correction that has been approved by the applicable

governmental entity or otherwise addressed and resolved the violation to the satisfaction of the applicable governmental entity). Sellers have delivered to LifePoint Sub copies of all survey reports, deficiency notices, plans of correction, and related material correspondence received by Sellers in connection with the Licenses since January 1, 2010. To the knowledge of Sellers, no event has occurred with respect to any License, whether after notice or the passing of time or both, that would serve as grounds for or otherwise authorize the suspension, revocation, or termination of any License or impair the rights of any holder thereof.

(c) Except as set forth on Schedule 4.17(c), no application for any Certificate of Need or request for a determination of whether a project requires Certificate of Need approval has been made by Sellers with the MDCH or the certificate of need authority of any other State which is currently pending or open before such agency. Except as set forth on Schedule 4.17(c), none of the Sellers have any approved applications for a Certificate of Need which relate to projects not yet completed. As used herein, “Certificate of Need” means a written statement issued by MDCH or the certificate of public need authority of any other state authorizing a new health facility, change in bed capacity, the installation, replacement or expansion of a covered clinical service, or a covered capital expenditure. All current and historical data including, without limitation utilization data, provided by Sellers to LifePoint Sub for purposes of completion of applications for the Certificates of Need, if any, required for completion of the contribution and transfer of the Assets are accurate, complete and correct in all material respects.

(d) The Sellers are certified or otherwise qualified for participation in the Government Programs as set forth on Schedule 4.17(d) and have current and valid contracts for participation in each such Government Program (the “Program Agreements”), all of which are in full force and effect. The Sellers are in compliance in all material respects with the applicable conditions of participation in the Government Programs and with the terms, conditions and provisions of the Program Agreements. To the knowledge of Sellers, no events or facts exist that would cause any Program Agreement to be suspended, terminated, restricted, withdrawn, subjected to an administrative hold or otherwise not to remain in force or effect immediately following the Closing. During the preceding five years, all billing practices of Sellers with respect to the Business to all third party payors, including the Government Programs and private insurance companies, have been conducted in compliance in all material respects with all applicable Legal Requirements and/or billing guidelines of such third party payors and the Government Programs. To Sellers’ knowledge, no Seller has billed or received any payment or reimbursement in excess of amounts allowed by applicable Legal Requirements or the billing guidelines of any third party payor. There is no proceeding, audit, review, investigation, survey, or other action pending, or, to Sellers’ knowledge, threatened, involving Sellers’ participation in any of the Government Programs or any other third party payor programs, including participation in and the reimbursement received by Sellers from the Government Programs or any such third party payor program, and to Sellers’ knowledge there is no reason to believe that any such proceedings, audits, reviews, investigations, surveys, or actions are pending, threatened or imminent. Schedule 4.17(d) contains a list of all NPIs and all provider numbers of Sellers under the Government Programs and private third party payor programs, including any insurance company or health care provider (such as a health maintenance organization, preferred provider organization, or any other managed care program), all of which are in full force and effect.

(e) None of the Sellers or any of their respective officers, directors, or employees, have been convicted of or, to Sellers’ knowledge, charged with, investigated for, or engaged in conduct that would constitute a violation of Medicare or other Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7(b)(f)) related offense or convicted of or, to Sellers’ knowledge, charged with, investigated for, or engaged in conduct that would constitute a violation of any

Legal Requirements related to fraud, theft, embezzlement, breach of fiduciary duty, kickbacks, bribes, other financial misconduct, obstruction of an investigation or controlled substances. None of the Sellers or, to Sellers' knowledge, any officer, director, employee, or medical staff member of Sellers (whether an individual or entity), are excluded from participating in any Government Program, subject to sanction pursuant to 42 U.S.C. § 1320a-7a or § 1320a-8 or been convicted of a crime described at 42 U.S.C. § 1320a-7b, nor, to Sellers' knowledge, are any such exclusions, sanctions or charges threatened or pending.

(f) Sellers have developed a compliance program ("Compliance Program") and have delivered to LifePoint Sub copies of all such materials, including all compliance officer and committee minutes and descriptions, training and education materials, and auditing and monitoring protocols. No Seller (i) is a party to a Corporate Integrity Agreement with the Office of the Inspector General of the Department of Health and Human Services ("OIG"); (ii) has any reporting obligations pursuant to any settlement agreement entered into with any governmental entity; (iii) has been a defendant in any *qui tam*/False Claims Act litigation (other than by reason of a sealed complaint of which Sellers may have no knowledge); (iv) has been served with or received any search warrant, subpoena, civil investigation demand, contact letter, or, to Sellers' knowledge, telephone or personal contact by or from any federal or state enforcement agency (except in connection with medical services provided to third-parties who may be defendants or the subject of investigation into conduct unrelated to the operation of any of the Business); or (v) since January 1, 2011, has received any complaints through Sellers' compliance "hotline" from employees, independent contractors, vendors, physicians or any other person that, following an internal investigation, could reasonably be considered to indicate that Sellers have violated any Legal Requirements.

(g) Except in compliance with the Legal Requirements or any exception or safe harbor thereto, to the knowledge of Sellers, none of the Sellers, nor, any sponsor, shareholder, partner, member, director, officer or employee of Sellers, nor, to Sellers' knowledge, any agent acting on behalf of or for the benefit of any of the foregoing, has directly or indirectly during the preceding three year period: (i) offered, paid, solicited, or received any remuneration (including any kickback, bribe, or rebate), in cash or in kind, to, or made any financial arrangements or a gratuitous payment of any kind, with any past, present or potential customers, past, present, or potential suppliers, patients, government officials, medical staff members, contractors or third party payors of Sellers or any other person or entity in exchange for business or payments from such persons in violation of Legal Requirements; (ii) established or maintained any unrecorded fund or asset for any improper purpose or made any misleading, false, or artificial entries on any of its books or records for any reason; or (iii) made any payment for or agreed to make any payment for any goods, services, or property in excess of fair market value, in violation of any applicable Legal Requirements.

(h) None of the Sellers nor any of their sponsors, shareholders, partners, members, directors, officers or employees are a party to any contract, lease agreement or other arrangement (including any joint venture or consulting agreement) related to Sellers or the Business or the Assets during the preceding five year period, with any physician, immediate family member of a physician, physical or occupational therapist, health care facility, hospital, nursing facility, home health agency or other person who is in a position to make or influence referrals to or otherwise generate business for Sellers, or the Business, to provide services, lease space, lease equipment or engage in any other venture or activity which violates any Legal Requirements. All of Sellers' and any of the Facilities' current contracts with physicians or other health care providers or entities in which physicians or other health care providers are equity owners involving services, supplies, payments, or any other type of remuneration and all of Sellers' leases of personal or real

property with such physicians, health care providers, or entities are in writing, and, to Sellers' knowledge, provide for a fair market value compensation in exchange for such services, space, or goods.

(i) No affiliate of Sellers, directly or indirectly: (i) provides any services to Sellers, as applicable, or is a lessor, lessee or supplier to Sellers; (ii) has any current interest in or owns property or rights used in the operation of the Business or (iii) within the prior four year period, received from or furnished to Sellers any goods or services without adequate consideration.

4.18. Home Health Agency/Hospice.

(a) Sellers own and operate a home health agency located at 821 Water Street, Hancock, Michigan (the "HHA"). Neither the HHA nor Sellers, in connection with the operation of the HHA, have, during the last five years, to Sellers' knowledge, made a claim to any Government Program or any other third party payor for: (i) a patient who has not been certified or re-certified as needing home health services in the timeframes and manner set forth in the applicable Medicare regulations; (ii) a service which is not an approved home health service; or (iii) a service which does not comply with the plan of care approved for the patient. The effective dates of the HHA's initial enrollment in Medicare occurred prior to January 1, 2010, and the HHA has not undergone a change in majority ownership as such term is defined in 42 C.F.R. §424.502 since January 1, 2010.

(b) Sellers own and operate a hospice located at 821 Water Street, Hancock, Michigan (the "Hospice"). Neither the Hospice nor Sellers, in connection with the operation of the Hospice, has, during the last five years, made a claim to any Government Program or any other third party payor for: (i) a patient who has not been certified or re-certified as terminally ill in the timeframes and manner set forth in the applicable Medicare regulations; (ii) a service which is not an approved hospice service; (iii) a service which does not comply in all material respects with the plan of care approved for the patient. As of the Closing Date, the Hospice has no Medicare Cap Liability, and Sellers have no reason to believe that the Hospice will have Medicare Cap Liability at the end of the current Medicare cap year.

4.19. Accreditation. Schedule 4.19 sets forth a list of all accreditations and certifications held by Sellers. All such accreditations and certifications are effective, unrestricted and in good standing. There is no pending or, to Sellers' knowledge, threatened proceeding by any accrediting body to revoke, cancel, rescind, suspend, restrict, modify, or non-renew any such accreditations and certifications and, to Sellers' knowledge, no such proceedings, surveys or actions are pending, threatened or imminent. The Hospital and HHA are duly accredited, with all requirements for improvement removed, by The Joint Commission. Sellers have delivered copies of the Hospital's and HHA's most recent Joint Commission accreditation reports and any reports, documents, or correspondence relating thereto to LifePoint Sub. Since the date of the Hospital's and HHA's most recent Joint Commission surveys, neither Sellers nor the Hospital nor HHA has made any changes in policies or operations that would cause the Hospital or HHA to lose its Joint Commission accreditation.

4.20. Information Privacy and Security Compliance. Copies of the compliance policies and procedures and privacy notices of the Sellers relating to applicable Information Privacy or Security Laws and copies of any written complaints alleging a violation of any applicable Information Privacy or Security Laws, received by any Seller during the preceding twenty-four (24) month period have been delivered to LifePoint Sub. To the knowledge of Sellers, Sellers have not had a Breach of Unsecured Protected Health Information, as such terms are defined in 45 C.F.R. § 164.402. As used herein, (a) "Information Privacy or Security Laws" means HIPAA and any other applicable Legal Requirements

concerning the privacy and/or security of Personal Information; and (b) “Personal Information” means any information with respect to which there is a reasonable basis to believe that the information can be used to identify an individual including “individually identifiable health information” as defined in 45 C.F.R. § 160.103, demographic information, and social security numbers and “personally identifiable information” as defined by the National Institute of Standards Technology.

4.21. Medical Staff Matters. Sellers have delivered to LifePoint Sub copies of the bylaws and rules and regulations of the medical staff at the Hospital. With regard to the medical staff at the Hospital and except as set forth on Schedule 4.21, there are no (i) pending or, to Sellers’ knowledge, threatened, adverse actions with respect to any medical staff members of the Hospital or any applicant thereto, or (ii) pending or, to Sellers’ knowledge, threatened, disputes with applicants, staff members or health professional affiliates and all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. Sellers have delivered to LifePoint Sub a written disclosure containing a brief general description of all adverse actions taken in the six months prior to the date hereof against medical staff members or applicants which could result in claims or actions against Seller. Schedule 4.21 includes a list of the members of the medical staff at the Hospital. Except as listed on Schedule 4.21, to the knowledge of Sellers, there are no claims, actions, suits, proceedings or investigations pending or threatened against or affecting any member of the medical staff of the Hospital, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherever located. Except as listed on Schedule 4.21, no medical staff member of the Hospital has resigned or had his or her privileges revoked or suspended since the Balance Sheet Date.

4.22. Third Party Payor Cost Reports. Sellers have timely filed all required cost reports for all the fiscal years through and including the fiscal year ended June 30, 2012. Except as set forth on Schedule 4.22, all of the Sellers Cost Reports accurately reflect (or will accurately reflect when filed), the information required to be included thereon and do not (and will not) claim, and, to Sellers’ knowledge, they have not received, reimbursement in any amount in excess of the amounts allowed by applicable Legal Requirements or any applicable agreement. Schedule 4.22 indicates which cost reports have not been audited and finally settled and includes a brief description of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances, and any and all other unresolved claims or disputes in respect of Sellers’ open cost reports. Copies of all cost reports filed by or on behalf of Sellers since June 30, 2010, together with all material correspondence with respect thereto, have been provided to LifePoint Sub.

4.23. Inventory. The Inventory consists of a quality and quantity usable and saleable in the ordinary course of business, except for obsolete items and items of below standard quality, all of which have been written off or written down to net realizable value.

4.24. Environmental Matters. Except as disclosed on Schedule 4.24:

(a) The operation of the Business and the management of the Included Real Property by Sellers are and at all times, in all material respects, have been in compliance with the Environmental Laws (as hereinafter defined), which compliance includes the possession by Sellers of all permits and governmental authorizations required under applicable Environmental Laws and compliance, in all material respects, with the terms and conditions thereof.

(b) To the knowledge of Sellers, no Seller has treated, stored, managed, disposed of, transported, handled, released or used any Materials of Environmental Concern (as hereinafter defined) at the Business or at the Included Real Property, except in the ordinary course of its business and in compliance in all material respects with all Environmental Laws; and to the

knowledge of Seller, no third party has treated, stored, managed, disposed of, transported, handled, released or used any Materials of Environmental Concern at the Businesses, except in compliance with all Environmental Laws.

(c) There are no Environmental Claims (as hereinafter defined) pending or, to the knowledge of Sellers, threatened against Sellers with respect to the conduct of the Business or the management of the Included Real Property, and to the knowledge of Sellers, no circumstances exist which could reasonably be expected to lead to the assertion of an Environmental Claim against Sellers.

(d) Sellers have not assumed or undertaken any liability or corrective, investigatory or remedial obligation of any other person relating to any Environmental Law.

(e) Except as set forth on Schedule 4.24, there are no underground storage tanks located at the Included Real Property and any tanks identified on Schedule 4.24 have passed all required testing in the 12 months preceding the date hereof. To Sellers' knowledge, there is no asbestos-containing material (as defined under Environmental Laws) contained in or forming part of any Included Real Property and there are no polychlorinated biphenyls ("PCBs") or PCB-containing items contained in or forming part of the Included Real Property.

(f) The Included Real Property is not subject to any Encumbrance imposed by or arising under any Environmental Law, and there is no proceeding pending or, to the knowledge of Sellers, threatened for the imposition of any such Encumbrance, nor, to the knowledge of Sellers, is there any basis for any such Encumbrance or proceeding.

(g) The operations of the Business and the management of the Included Real Property by Sellers are and at all times have been, in all material respects, in compliance with the Medical Waste Laws (as hereinafter defined) and Environmental Laws.

For purposes of this Agreement, (A) "Environmental Claim" means any claim, action, cause of action, investigation or notice by any person alleging potential liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from the presence, release or threat of release into the environment, of any Materials of Environmental Concern at any location, whether or not owned or operated by Sellers or any of the Business; (B) "Environmental Laws" means all applicable Legal Requirements relating to pollution or protection of human health (as relating to the environment or the workplace) and the environment (including ambient air, surface water, ground water, land surface or sub-surface strata), including Legal Requirements relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, including the CERCLA, RCRA, TSCA, OSHA, the Clean Air Act and the Clean Water Act, each as may have been amended or supplemented or may be amended in the future, and any applicable environmental transfer statutes or laws; (C) "Materials of Environmental Concern" means chemicals, pollutants, contaminants, hazardous materials, hazardous substances and hazardous wastes, medical waste, toxic substances, petroleum and petroleum products and by-products, asbestos-containing materials, PCBs, and any other chemicals, pollutants, substances or wastes, in each case regulated under any Environmental Law; and (D) "Medical Waste" includes (i) pathological waste, (ii) blood, (iii) sharps, (iv) wastes from surgery or autopsy, (v) dialysis waste, including contaminated disposable equipment and supplies, (vi) cultures and stocks of infectious agents and associated biological agents, (vii) contaminated animals, (viii) isolation wastes, (ix) contaminated equipment, (x) laboratory waste and (xi) various other biological waste and discarded materials contaminated with or exposed to blood, excretion or secretions from human beings or

animals. “Medical Waste” also includes any substance, pollutant, material or contaminant listed or regulated as “Medical Waste”, “Infectious Waste”, or other similar terms by Legal Requirements insofar as they purport to regulate Medical Waste, or impose requirements relating to Medical Waste (collectively, “Medical Waste Laws”), and includes “Regulated Waste” governed by OSHA.

4.25. Condition and Sufficiency of Assets. Except as set forth on Schedule 4.25, the Assets constitute all of the real, personal and/or intangible property of every kind and nature whatsoever owned, leased, held or used by Sellers in connection with the operation of the Facilities. Except as set forth on Schedule 4.25, the buildings, plant, structures, and equipment included within the Assets are adequate for the uses to which they are being put and, to Sellers’ knowledge, are structurally sound and are in normal operating condition and repair (normal wear and tear excepted). The buildings, plant, structures and equipment included within the Assets are sufficient for the continued conduct of the Facilities after the Closing in substantially the same manner as conducted prior to the Closing.

4.26. No Undisclosed Liabilities. Except as set forth on Schedule 4.26, neither Sellers nor any of the Facilities have any liabilities or obligations of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP except for (i) liabilities reflected or reserved against in the Financial Statements and (ii) liabilities or obligations incurred in the ordinary course of business of the Facilities since the Balance Sheet Date.

4.27. Statutory Funds. None of the Assets are subject to any liability to which the Joint Venture may become obligated in respect of amounts received by Sellers for the purchase or improvement of the Assets, the Business, or any part thereof under restricted or conditioned grants or donations, including monies received pursuant to the Hill-Burton Act, 42 U.S.C. §291 et. seq., or other Legal Requirements relating to health care facilities that remain unpaid or which impose any restrictions on the Business or the Assets.

4.28. Intellectual Property. Set forth on Schedule 4.28 is a description of each registered or material unregistered trademark, trade name, service mark, patent, copyright or domain name and all proprietary owned software or other owned material intellectual property right held or used by Sellers with respect to the operation of the Facilities and any current registration or application with respect thereto (the “Intellectual Property”). Sellers shall not be required to schedule any properly licensed off-the-shelf software having an annual fee of less than \$10,000 or unregistered copyrights. Sellers have the lawful right to use all of the Intellectual Property, and has taken all commercially reasonable measures to protect and maintain its trade secrets. No notice has been received by Sellers or any of the Facilities that any of their respective rights in or to the Intellectual Property are invalid or unenforceable or that any infringement or misappropriation thereof, in whole or in part, by any third party has occurred.

4.29. Experimental Procedures. Except as set forth on Schedule 4.29, Sellers have not performed or permitted the performance of any experimental or research procedures or studies involving patients of the Business or otherwise.

4.30. Disclosure. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE 4, THE ASSETS ARE BEING CONTRIBUTED “AS IS, WHERE IS AND WITH ALL FAULTS” AND SELLERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. REPRESENTATIONS AND WARRANTIES OF LIFEPOINT SUB AND THE JOINT VENTURE

To induce Sellers to execute and deliver this Agreement and to consummate the transactions contemplated herein, LifePoint Sub represents and warrants to Sellers the following as of the date hereof (except in cases where the representation speaks to another date, such as the date hereof):

5.1. Capacity.

(a) LifePoint Sub is a limited liability company organized and validly existing and in good standing under the laws of the State of Delaware. LifePoint Sub was formed for the purpose of entering into the transaction provided for in this Agreement and, prior to Closing, has no assets and liabilities other than pursuant to this Agreement.

(b) The Joint Venture is a limited liability company organized and validly existing and in good standing under the laws of the State of Delaware. Except as set forth on Schedule 5.1(b), the Joint Venture is not the record or beneficial owner of any securities or membership interests issued by or sponsor of any other person. The Joint Venture was formed to consummate the transactions provided for in this Agreement and currently has no assets or liabilities and immediately after the Closing will have no assets or liabilities except for the Assets and the Assumed Liabilities.

5.2. Powers; Consents; Absence of Conflicts With Other Agreements.

(a) The execution, delivery and performance by LifePoint Sub of this Agreement and all other agreements referenced in or ancillary hereto to be executed and delivered by LifePoint Sub pursuant hereto and the consummation of the transactions contemplated herein and therein by LifePoint Sub (i) are within LifePoint Sub's limited liability company powers, are not in contravention of the terms of its Certificate of Organization or Limited Liability Company Agreement, or any amendments thereto, and have been duly authorized by all appropriate corporate action; (ii) except as set forth on Schedule 5.2(a), do not require LifePoint Sub to obtain any approval or consent of, or make any filing with, any governmental agency or authority bearing on the validity of this Agreement which is required by Legal Requirements; (iii) will not conflict with nor result in any breach or contravention of any agreement, lease or instrument to which LifePoint Sub is a party or by which LifePoint Sub is bound; (iv) do not violate any Legal Requirements to which LifePoint Sub may be subject; and (v) do not violate any judgment of any court or governmental authority to which LifePoint Sub may be subject.

(b) The execution, delivery and performance by the Joint Venture of this Agreement and all other agreements referenced in or ancillary hereto to be executed and delivered by the Joint Venture pursuant hereto and the consummation of the transactions contemplated herein and therein by the Joint Venture (i) are within the Joint Venture's limited liability company powers, are not in contravention of the terms of its Certificate of Formation, Limited Liability Company Agreement, or any amendments thereto and have been duly authorized by all appropriate limited liability company action; (ii) except as set forth on Schedule 5.2(b), do not require the Joint Venture to obtain any approval or consent of, or make any filing with, any governmental agency or authority bearing on the validity of this Agreement which is required by Legal Requirements; (iii) will not conflict with nor result in any breach or contravention of any agreement, lease or instrument to which Joint Venture is a party or by which Joint Venture is bound; (iv) do not violate any Legal Requirements to which Joint Venture may be subject; and (v) do not violate any judgment of any court or governmental authority to which Joint Venture may be subject.

5.3. Binding Agreement.

(a) This Agreement and all agreements to be executed and delivered by LifePoint Sub pursuant hereto have been (or will be when executed and delivered) duly and properly authorized and executed by LifePoint Sub. This Agreement has been duly and validly executed and delivered by LifePoint Sub and, assuming due execution and valid delivery by Sellers and the Joint Venture, this Agreement and the other documents to be executed and delivered by LifePoint Sub hereunder (when executed and delivered) constitute or will constitute the valid and legally binding obligations of LifePoint Sub, enforceable against LifePoint Sub in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

(b) This Agreement and all agreements to be executed and delivered by the Joint Venture pursuant hereto have been (or will be when executed and delivered) duly and properly authorized and executed by the Joint Venture. This Agreement has been duly and validly executed and delivered by the Joint Venture and, assuming due execution and valid delivery by Sellers and LifePoint Sub, this Agreement and the other documents to be executed and delivered by the Joint Venture hereunder (when executed and delivered) constitute or will constitute the valid and legally binding obligations of the Joint Venture, enforceable against the Joint Venture in accordance with the respective terms hereof or thereof, except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

5.4. Litigation. There is no claim, action, suit, proceeding or investigation pending or, to the knowledge of LifePoint Sub or the Joint Venture, threatened against or affecting LifePoint Sub or the Joint Venture that has or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the LifePoint Sub's or the Joint Venture's ability to perform this Agreement or any aspect of the transactions contemplated hereby.

5.5. Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by LifePoint Sub and the Joint Venture directly with Sellers without the intervention of any person on behalf of LifePoint Sub and the Joint Venture in such manner as to give rise to any valid claim by any such person against Sellers, LifePoint Sub or the Joint Venture for a finder's fee, brokerage commission or similar payment.

6. PRE-CLOSING COVENANTS

6.1. Information. Between the date of this Agreement and the earlier of the Closing Date or the termination of this Agreement, to the extent permitted by Legal Requirements, Sellers: (i) shall afford to the officers and authorized representatives and agents of LifePoint Sub reasonable access to and the right to inspect the properties and books and records of Sellers relating to the Assets and the Business which are in Sellers' possession or control; (ii) will furnish LifePoint Sub with such additional financial and operating data and other information as to the business and properties of Sellers relating to the Assets and the Business as LifePoint Sub may from time to time reasonably request; and (iii) will furnish to the officers, directors, employees, agents, counsel, accountants, financial advisors, consultants and other representatives of LifePoint Sub reasonable access, upon reasonable prior notice and during normal business hours, to the officers, employees and agents of Sellers who operate the Business and to the Assets. LifePoint Sub's right of access and inspection shall be made in such a manner as not to unreasonably interfere with the operations of the Business. LifePoint Sub may copy such information as it deems necessary to conduct its review. Notwithstanding the foregoing, LifePoint Sub understands that (x) with respect to documents and information deemed by Sellers in good faith to be competitively sensitive pricing, commercial reimbursement, salary, wage or other similar information, (1) Sellers will

specifically identify the information as such prior to disclosure; (2) such information shall be segregated from other information disclosed to LifePoint Sub by or on behalf of Sellers; (3) if requested by LifePoint Sub, Sellers will provide such documents and information to the designated outside attorneys, accountants and/or consultants of LifePoint Sub (who will be bound by confidentiality agreements acceptable to them and to Seller) for their review; and (4) any report by such attorneys, accountants and/or consultants to LifePoint Sub with respect to such documents and information will be in writing and subject to prior review and reasonable approval by Sellers to confirm that such competitively sensitive information is sufficiently aggregated, screened, or otherwise not made available to LifePoint Sub; (y) litigation and other materials (including internal/external legal audit letters or reviews, patient medical records, PRO information, National Data Bank reports, confidential peer and quality review information and other physician-specific confidential information) that are deemed privileged or confidential by Sellers and materials which Sellers or its affiliates may not disclose without violating confidentiality agreements with third parties will not be made available to LifePoint Sub; and (z) Sellers shall not be obligated to generate or produce information in any prescribed format not customarily produced by Sellers. No inspection of the Assets or other due diligence conducted by LifePoint Sub or the Joint Venture shall affect any obligations, representations or warranties of Sellers or the right of LifePoint Sub or the Joint Venture to rely on the representations and warranties of Sellers set forth in Article 4.

6.2. Sellers' Operations. Except as noted on Schedule 6.2, from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement, Sellers will operate the Business in the ordinary course of business and consistent with the past practices of Sellers and the Business, and Sellers will use their commercially reasonable efforts to: (a) carry on the business and operations of the Business in substantially the same manner as each has heretofore been operated and not make any material change in personnel, operations, finance, accounting policies or real or personal property of the Business, except in the ordinary course of business; (b) perform all of Sellers' obligations under agreements relating to or affecting the Assets, the Business or the operations of each, including the Assumed Contracts; (c) take all actions necessary and appropriate to render title to the Assets free and clear of all Encumbrances (except for the Assumed Liabilities and Permitted Encumbrances); (d) keep in full force and effect Sellers' present insurance policies or other comparable insurance; and (e) notify LifePoint Sub immediately upon (i) the occurrence of any event, fact or circumstance that is reasonably likely to result in the breach or inaccuracy of any representation or warranty of Sellers contained in this Agreement, or (ii) the discovery of any event, fact or circumstance from which a reasonable person would conclude that any representation or warranty of Sellers contained in this Agreement was inaccurate or incomplete when made; (f) maintain the Assets and all parts thereof such that they are adequate for the uses to which they are being put and are structurally sound and are in normal operating condition and repair (normal wear and tear excepted); (g) maintain and preserve its business organization with respect to the Business intact, retain its present employees at the Business and maintain its relationship with physicians, medical staff, suppliers, customers and others having business relations with the Business; and (h) permit and allow reasonable access by Employer or its affiliates, prior to closing, to make offers of post-Closing employment conditional on Closing to any of Sellers' personnel, which personnel shall be allowed to accept such offers without penalty, competing offer or interference, and to establish relationships with physicians, medical staff and others having business relations with Sellers.

6.3. Sellers' Negative Covenants. Except as disclosed on Schedule 6.3, between the date of this Agreement and the earlier of the Closing Date or the termination of this Agreement, Sellers will not, without the prior written consent of LifePoint Sub: (a)(i) amend or terminate any of the Assumed Contracts, (ii) enter into any contract which would be a Listed Contract or other material contract or commitment, except in the ordinary course of business, or (iii) incur or agree to incur any liability except in the ordinary course of business; (b)(i) increase compensation payable or to become payable or make a bonus payment to (other than pursuant to Sellers' obligations under current agreements) or otherwise enter into one or more bonus agreements with any employee or agent, except in the ordinary course of

business or (ii) adopt or amend any Benefit Plan that may result in a material increase in the payment to or benefits under any Benefit Plan; (c) make offers or renewals of employment at the Business, as applicable, to any person, other than in the ordinary course of business; (d) create, assume or permit to exist any new Encumbrance (other than a Permitted Encumbrance) upon any of the Assets, whether now owned or hereafter acquired; (e) dispose of or consume any property, plant or equipment (other than Inventory), except in the ordinary course of business; or (f) take any action outside the ordinary course of business.

6.4. Governmental and Other Approvals.

(a) Sellers agree to use their commercially reasonable efforts to obtain all governmental consents, approvals and licenses which are required to be obtained by Sellers to consummate the transactions contemplated in this Agreement. LifePoint Sub and the Joint Venture agree to use their commercially reasonable efforts to obtain all governmental consents, approvals and licenses which are required to be obtained by them or their affiliates to consummate the transactions contemplated by this Agreement and in order for the Joint Venture or its affiliates to own and operate the Business after Closing; *provided, however*, that none of LifePoint Sub, the Joint Venture or their affiliates shall be required to dispose of any assets or facilities to obtain any such approval, consent or license. Each of the Sellers on the one hand and LifePoint Sub and the Joint Venture, on the other hand, shall and shall cause their affiliates to assist and cooperate with the other and their representatives and counsel in obtaining all such governmental consents, approvals and licenses. The parties shall communicate with each other and provide the other with copies of documents relating to the transaction to be submitted to any governmental agency prior to such submission.

(b) Without limiting the provisions of Section 6.4(a) above, Sellers with the cooperation and assistance of the Joint Venture and LifePoint Sub, shall promptly seek the approval of the Attorney General of, or the receipt of a determination from the Attorney General not to object to, the consummation of the transactions contemplated herein. Sellers, the Joint Venture and LifePoint Sub shall reasonably cooperate with the Attorney General in connection with the Attorney General's investigation and approval or no objection process and use commercially reasonable efforts to obtain such approval or no objection determination as soon as reasonably practicable. LifePoint Sub shall reasonably cooperate with Sellers and the Attorney General in connection with Sellers' efforts to obtain the Attorney General's approval of or no objection determination pertaining to the transactions described herein. Upon providing any information to the Attorney General, the disclosing party simultaneously will provide the other party with a copy of such information.

6.5. No Discussions. From and after the date of this Agreement until the termination of this Agreement, none of the Sellers will, whether directly or indirectly, initiate, solicit, encourage, or respond to (in any substantial way) any inquiries or proposals or enter into or continue any discussions, negotiations, understandings, arrangements or agreements relating to (a) any sale, contribution, issuance, exchange, transfer, merger or other disposition of any significant portion of the Assets; (b) any management, lease or similar arrangement with respect to the Business; or (c) provide any assistance, information or data to, or otherwise cooperate or have discussions with, any other person in connection with any such inquiry, proposal or transaction. Sellers will promptly notify LifePoint Sub by telephone and thereafter confirm in writing, if any such discussions or negotiations are sought to be initiated with, or any such proposal or possible proposal is received by, Sellers; provided that such disclosure to LifePoint Sub is not prohibited under the terms of any confidentiality agreement in existence prior to the date hereof to which any of the Sellers is a party. In the event such a proposal is received by Sellers, Sellers will

promptly notify any such third party of the existence of this exclusivity covenant and of Sellers' unwillingness to discuss any other proposed transaction until the termination of this Agreement.

6.6. Necessary Consents; Liens. Sellers shall use their commercially reasonable efforts and shall cause each of their affiliates to use their commercially reasonable efforts to obtain all required consents to the assignment of the Assumed Contracts to the Joint Venture, including the Necessary Consents (as hereinafter defined).

6.7. Tail Insurance. Sellers shall obtain insurance for extended reporting periods or "tail" insurance, in form and substance reasonably acceptable to LifePoint Sub ("Tail Insurance"), to insure against liabilities in connection with the business or operation of Sellers and/or the operation of the Assets. Such Tail Insurance shall include endorsement policies for any physicians employed by Seller. This Tail Insurance coverage shall be retroactive such that it covers all periods prior to the Closing Date until the expiration of the applicable statute of limitations. The minimum coverage of the Tail Insurance shall be [REDACTED] per occurrence, and the Tail Insurance shall contain an aggregate limit of a minimum of [REDACTED]. The Joint Venture shall be included as an additional insured party pursuant to the Tail Insurance. LifePoint Sub shall cooperate with Sellers in Sellers' obtaining such Tail Insurance.

6.8. Financial Information. Promptly when available following the end of each calendar month prior to the Closing Date, Sellers shall deliver to LifePoint Sub copies of the unaudited balance sheets and related unaudited consolidated statements of revenues and expenses of Sellers for the month then ended, which shall have been prepared in accordance with GAAP (other than for the absence of notes thereto that may be required by GAAP), applied on a consistent basis throughout the periods indicated.

6.9. Title Commitment and Survey.

(a) LifePoint Sub has received an ALTA title commitment (the "Title Commitment") attached as Exhibit 6.9(a) issued to the Joint Venture by Fidelity National Title Insurance Company (the "Title Company"), showing Sellers as the record title owner in fee, of the Included Real Property, pursuant to the terms of which the Title Company agrees to issue to or for the benefit of the Joint Venture an extended coverage ALTA Owner's and Lessee's Policy of Title Insurance (2006 form) (the "Title Policy") at Closing, in an amount allocable to the value of the Included Real Property as determined by LifePoint Sub, insuring good and marketable fee simple interest to the Included Real Property subject only to the Permitted Encumbrances.

(b) The expense of obtaining the Title Commitment, including any usual and customary title search fees imposed by the Title Company, shall be borne by LifePoint Sub. LifePoint Sub shall be responsible for determining which, if any, title endorsements to the Title Policy it may desire to obtain at Closing and shall coordinate directly with the Title Company in regard to such determination. Sellers shall grant its good faith, reasonable cooperation to the Title Company and LifePoint Sub to facilitate the issuance of such endorsements as LifePoint Sub may require.

(c) LifePoint sub has obtained an ALTA (2011 standard) survey of the land, improvements, and appurtenances constituting all or a portion of the Included Real Property (the "Survey") attached as Exhibit 6.9(c). The expense of obtaining the Survey shall be borne by LifePoint Sub.

(d) LifePoint Sub has raised those objections detailed on Schedule 6.9(d) regarding the title commitment ("LifePoint Sub's Objections"). Sellers shall use commercially reasonable

efforts to assist the LifePoint Sub in resolving the LifePoint Sub's Objections to LifePoint Sub's reasonable satisfaction (so that the Title Company agrees to remove the exception forming the basis of LifePoint Sub's Objection from the Title Policy or insure or endorse over (by endorsement satisfactory to LifePoint Sub) such matter in the Title Policy, or if the basis of LifePoint Sub's Objection is not contained in the Title Commitment, otherwise to LifePoint Sub's satisfaction), during the period of time (the "Cure Period") ending on the twenty-fifth (25th) business day after the date of this Agreement. In the event any of LifePoint Sub's Objections are not resolved to LifePoint Sub's reasonable satisfaction within the Cure Period and such objection is reasonably likely to result in a Material Adverse Effect (i) this Agreement may be terminated in its entirety, as LifePoint Sub's sole and exclusive remedy, by LifePoint Sub's giving Sellers written notice of such termination not later than the expiration of the Cure Period, and, upon LifePoint Sub's proper and timely notice thereof, thereafter all parties shall be released and relieved of all further obligations, liabilities or claims hereunder (except as otherwise expressly provided herein). In the event that LifePoint Sub does not timely terminate this Agreement then all such LifePoint Sub's Objections shall be deemed to be Permitted Encumbrances upon the expiration of the Cure Period. Without limitation of any provision in this Section 6.9(d), (a) Sellers and LifePoint Sub acknowledge and agree that LifePoint Sub's attempts to resolve certain LifePoint Sub's Objections may require actions to be taken by LifePoint Sub following the expiration of the Cure Period (collectively, "LifePoint Sub's Post Cure Period Items"); and (b) prior to the expiration of the Cure Period, LifePoint Sub shall notify Sellers of any LifePoint Sub's Post Cure Period Items and, to the extent Sellers agrees in its sole but reasonable discretion to such items, Sellers shall use good faith efforts to cooperate with LifePoint Sub (at no cost to Sellers) to assist LifePoint Sub in LifePoint Sub's attempts to address LifePoint Sub's Post Cure Period Items; provided, however, in no event shall (A) Sellers have any obligation to cure, remove or insure over any such items, or (B) LifePoint Sub have any right to terminate this Agreement for LifePoint Sub's failure to address or resolve LifePoint Sub's Post Cure Period Items to its reasonable satisfaction.

(e) Notwithstanding anything in this Section 6.9 to the contrary, with respect to the Included Real Property, Sellers shall be obligated to cure, or remove or insure over, or otherwise satisfy to the reasonable satisfaction of LifePoint Sub and the Title Company (i) any judgment, mortgage liens, or mechanic's and materialmen's liens arising through or under Sellers or any of Sellers's predecessors in title; (ii) any consensual liens or encumbrances agreed to by Sellers without LifePoint Sub's consent on or after the date of this Agreement; and (iii) any real estate Taxes or special assessments due and payable prior to the Closing, except to the extent constituting Assumed Liabilities or Permitted Encumbrances under this Agreement (collectively, the "Mandatory Cure Issues").

6.10. Entity Matters. Sellers, the Joint Venture and LifePoint Sub shall use their commercially reasonable efforts prior to Closing to permit and fully effectuate the transfer of the ownership interest in UPHP, UPMC and the Included Joint Venture to the Joint Venture or a subsidiary of the Joint Venture, including in obtaining the approval of the Michigan Department of Insurance and Financial Services to the change of ownership in UPHP and UPMC, to the extent necessary under any Requirement of Law.

7. **CONDITIONS PRECEDENT TO OBLIGATIONS OF LIFEPOINT SUB AND THE JOINT VENTURE**

The obligations of LifePoint Sub and the Joint Venture hereunder are, at the option of LifePoint Sub, subject to the satisfaction, on or prior to the Closing Date, of the following conditions, unless waived in writing by LifePoint Sub:

7.1. Compliance with Representations and Covenants. The representations and warranties of Sellers made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date hereof and as of the time of the Closing as though made as of such time, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date). Sellers shall have duly performed, complied with and satisfied, in all material respects, all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied by them prior to the time of the Closing.

7.2. Consents. The Joint Venture shall have received written consents to the assignment and/or assumption of the Assumed Contracts listed on Schedule 7.2 (the “Necessary Consents”).

7.3. Governmental Approvals. The Joint Venture and its affiliates shall have received all governmental consents and approvals which are required in order for the Joint Venture and the Businesses to operate the Facilities as currently operated to the extent that such consents and approvals can by law be or are routinely issued prior to Closing. In the event that any or all such governmental consents and approvals are not routinely issued prior to Closing, or cannot be issued prior to Closing due to post-closing requirements such as the provision of closing documents to the governmental agency or the passing of any post-closing survey, the Joint Venture and its affiliates have obtained reasonably satisfactory confirmation that, upon Closing, all governmental authorizations required to operate the Facilities as currently operated shall be transferred to or reissued in the name of the Joint Venture or its designated affiliate, including (a) reasonable assurances that Medicare certification for the operation of the Facilities by the Joint Venture or its designated affiliate shall be effective upon Closing and that the Joint Venture shall participate in and receive reimbursement from Medicare effective upon Closing; (b) reasonable assurances that Medicaid certification for the operation of the Facilities by the Joint Venture or its designated affiliate shall be received following Closing (but effective upon Closing) and that the Joint Venture or its designated affiliate shall participate in and receive reimbursement from Medicaid effective upon (or retroactive to) Closing; (c) a Certificate of Need from MDCH authorizing the transactions contemplated by this Agreement; (d) the Joint Venture shall have received a letter from OFIR confirming its waiver of the review process for the transfer of the interests in UPHP and UPMC or otherwise granting approval for such transfers; and (e) a letter from the Attorney General approving the consummation of the transactions contemplated by this Agreement.

7.4. Action/Proceeding. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened by a third party to restrain or prohibit the transactions herein contemplated.

7.5. Closing Documents. Sellers shall have executed and delivered to LifePoint Sub and the Joint Venture all of the documents, agreements and certificates required to be executed or delivered by Sellers pursuant to any term or provision of this Agreement, including those pursuant to Section 3.2.

7.6. Material Adverse Changes. After the Balance Sheet Date, there shall not have occurred any change in or effect on the Business or the Assets that constitutes or with reasonable certainty, might result in a Material Adverse Effect.

7.7. Insurance. Sellers shall have delivered to LifePoint Sub a true and correct copy of the Tail Insurance binder.

7.8. Title and Survey. The Title Company shall be irrevocably committed to issue the Title Policy insuring the Joint Venture's good and marketable fee simple title to the Included Real Property, showing no exceptions other than the Permitted Encumbrances, together with such endorsements to such Title Policy as LifePoint Sub deems necessary in its commercially reasonable discretion. Further, any update to the Survey obtained prior to Closing shall not reflect any Encumbrance other than Permitted Encumbrances and shall otherwise be acceptable to the Title Company for purposes of providing "survey coverage" in the Title Policy. Sellers shall have executed and delivered the Title Company's required form of "Owner's Affidavit" so that the Title Company may issue an "extended coverage" Title Policy free of the Schedule B-2 pre-printed exceptions, except for matters shown on the Survey.

7.9. Pay-Off Letters; Releases. LifePoint Sub shall have received (i) pay-off and release letters executed by all secured lenders of Sellers (the "Secured Lenders") or other customary documentation, in a form reasonably acceptable to LifePoint Sub and the Title Company providing for the termination of all security interests held by the Secured Lenders (including any mortgages encumbering the Included Real Property) with respect to the Assets upon payment of all outstanding amounts owed by Sellers to each of the Secured Lenders at Closing, and (ii) UCC lien, litigation and tax searches showing all Encumbrances on the Assets, accompanied by UCC termination statements authorized for filing or other releases of all Encumbrances that are not Permitted Encumbrances.

7.10. Bonds. Sellers shall have provided to LifePoint Sub evidence satisfactory to LifePoint Sub, in its reasonable discretion, of the full payment or defeasance of all bond indebtedness and the release and/or discharge, as applicable, of Encumbrances securing such bond indebtedness and any and all related indentures.

7.11. Disclosure of Past Practices. Sellers shall have filed with CMS or the OIG, as appropriate, a disclosure of any items listed on Schedule 7.11, provided that such disclosure shall be in form and substance is reasonably acceptable to LifePoint Sub.

8. **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligations of Sellers hereunder are, at the option of Sellers, subject to the satisfaction, on or prior to the Closing Date, of the following conditions, unless waived in writing by Sellers:

8.1. Compliance with Covenants. The representations and warranties of LifePoint Sub and the Joint Venture made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date hereof and as of the time of the Closing as though made as of such time, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date). LifePoint Sub and the Joint Venture shall have duly performed, complied with and satisfied, in all material respects, all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied by them prior to the time of the Closing.

8.2. Action/Proceeding. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened by a third party to restrain or prohibit the transactions herein contemplated.

8.3. Insurance. Sellers shall have received the Tail Insurance binder.

8.4. Closing Documents. LifePoint Sub and the Joint Venture shall have executed and delivered to Sellers all of the documents, agreements and certificates required to be executed or delivered by LifePoint Sub and the Joint Venture pursuant to any term or provision of this Agreement, including those pursuant to Section 3.3.

8.5. Attorney General and Other Approval. Sellers shall have received an approval letter from the Attorney General authorizing Sellers to consummate the transactions described herein and to sell and transfer the Assets to the Joint Venture. The Joint Venture shall have received all of the approvals provided for in Section 7.3.

9. ADDITIONAL AGREEMENTS

9.1. Employees.

(a) As of the Effective Time, Sellers shall terminate all employees of Sellers in connection with the Business (except for those employees listed on Schedule 9.1(a)) and, as of the Effective Time, Portage Hospital, LLC or an affiliate thereof (either being the “Employer”) shall offer employment to all such employees of Sellers who also are active employees on an at-will basis (or, in accordance with the terms of any applicable Collective Bargaining Agreement) and subject to Employer’s customary employee screening and employment practices, policies and procedures, except with respect to the employed physicians, whose contracts shall be assumed (and continued for a period of at least one year following Closing) by either the Joint Venture, or, at the Joint Venture’s election, by Portage Physician Practices, Inc., a Michigan nonprofit corporation (the “Physician Employer”), subject to customary employee screening and employment practices, policies and procedures and compliance with Legal Requirements. In addition, as of the Effective Time, with respect to any existing employment agreement between Sellers and their respective officers, the Employer shall either: (i) assume the existing agreement; or (ii) enter into a new employment agreement between the Employer and the employee; provided, however, in either case, the employee shall consent to the assumption or new agreement provided, however, that the employment of such corporate officers pursuant to the assumption of such employment agreements or new employment agreements shall be subject to Employer’s customary employee screening and employment practices, policies and procedures. All currently represented bargaining unit employees of Sellers will likewise be offered employment, subject to Employer’s same customary employee screening process referenced above. Bargaining unit employees who successfully complete such screening process will be offered employment under the terms and conditions of employment outlined within the Collective Bargaining Agreements. Such offers shall be for positions and at wages equivalent to those enjoyed by such persons immediately prior to Closing. All such offers of employment described herein will include the opportunity to participate in employee benefit plans provided by Employer or Physician Employer or their affiliates to employees at similar hospitals owned or operated by affiliates of LifePoint Sub, including those benefits set forth on Schedule 9.1(a), subject to the requirements of any Collective Bargaining Agreements. Following the Closing, Employer and Physician Employer shall take the following actions, to the extent permitted by applicable plans and Legal Requirements: (i) waive any limitations regarding waiting periods and pre-existing conditions and (ii) for purposes of determining eligibility and vesting under any benefit plan of Employer, Physician Employer or their affiliates (“Employer Plans”), recognize the seniority and service credit of the Employees with Sellers. The term “Employee” as used in this Agreement shall mean all employees of Sellers who commence employment with the Employer as of the Effective Time.

(b) Sellers shall continue to provide benefit accruals and coverages under the Benefit Plans and shall make all contributions, or where appropriate permit participants to make contributions, sufficient to fund accruals or sustain coverages in the Benefit Plans through the Effective Time, in each instance, consistent with Sellers' past practices and the terms of the respective Benefit Plans.

(c) Following the Effective Time, Sellers shall provide continuation coverage (within the meaning of COBRA) to Employees (and their dependents) for qualifying events occurring prior to and as of the Effective Time, and shall be solely responsible for the costs of such coverage. Notwithstanding the foregoing, alternatively, at the election of Sellers, Sellers may provide Employer thirty (30) days' written notice prior to Closing that it will not provide such coverage, in which case, Employer shall offer continuation coverage (within the meaning of COBRA) to Employees (and their dependents) for all individuals who are "M&A qualified beneficiaries" as such term is defined in Treasury Regulation Section 54.4980B-9 as a result of the transactions contemplated by this Agreement with respect to any group health plan of Sellers; provided, however that in no event shall this subsection (c) be construed to impose any obligation on Employer or Physician Employer to provide health benefits in excess of those required under Section 4980B of the Code and the regulations thereunder with respect to such M&A qualified beneficiaries. If Employer provides continuation coverage (within the meaning of COBRA) under the terms of this subsection (c), within fifteen (15) days after Sellers' receipt of any invoice from Employer or Physician Employer, Sellers shall reimburse Employer or Physician Employer, as applicable, for the payment of medical and dental claims with respect to any M&A qualified beneficiary to the extent that such payments made by or on behalf of Employer or Physician Employer following the Effective Time for any calendar year for such M&A qualified beneficiary's claims exceed the premiums received by Employer or Physician Employer for such calendar year after the Effective Time, subject to any stop loss policy maintained with respect to such coverage.

(d) Prior to, as of and following the Effective Time, Sellers and the Benefit Plans will remain responsible for benefits under the Benefit Plans, and none of LifePoint Sub, the Joint Venture, Employer or Physician Employer shall become responsible to maintain the Benefit Plans.

(e) It is anticipated that following the Effective Time, Employer and Physician Employer will provide the Employees to the Joint Venture, whether pursuant to the Management Agreement or otherwise for a fee equal to the aggregate costs incurred by LifePoint Sub, Employer or Physician Employer in connection with such employment.

(f) Notwithstanding the foregoing, in all events, including the funding, operation, management, participation, vesting, termination, amendment or modification of the Employer Plans, the rights and benefits of the Employees shall be governed solely by the terms of the Employer Plans. Nothing in this Agreement shall (i) be deemed to amend or modify any Employer Plan, or (ii) require Employer or Physician Employer to maintain the Employer Plans, or (iii) prohibit Employer or Physician Employer from terminating, amending or modifying any Employer Plan as Employer, in its sole discretion, may deem advisable.

9.2. Cost Reports. Sellers will prepare and timely file (and will pay any amounts due pursuant to) all cost reports relating to Sellers and the Facilities for periods ending on or prior to the Effective Time or required as a result of the consummation of the transactions set forth herein, including terminating cost reports for the Government Programs and for Blue Cross Blue Shield or any other cost based payors (the "Sellers Cost Reports"). The Joint Venture shall forward to Sellers any and all

correspondence relating to the Sellers Cost Reports within 10 days after receipt by the Joint Venture. Likewise, Sellers shall forward to the Joint Venture any and all correspondence relating to the Sellers Cost Reports filed after the Effective Time within 10 days after receipt by Seller. The Joint Venture shall remit any funds relating to the Sellers Cost Reports or Agency Settlements promptly after receipt by the Joint Venture and shall forward to Sellers any demand for payments within seven days after receipt by the Joint Venture. Likewise, Sellers shall remit any funds relating to the Joint Venture's cost reports or agency settlements promptly after receipt by Sellers and shall forward to the Joint Venture any demand for payments within seven days after receipt by Seller. Sellers shall retain all rights to or in respect of Agency Settlements and to the Sellers Cost Reports relating to periods ending on or prior to the Effective Time, including any amounts receivable or payable in respect of such reports or reserves relating to such reports. Such rights retained by Sellers shall include the right to appeal any Government Program determinations relating to Agency Settlements and the Sellers Cost Reports. The Joint Venture, upon reasonable notice, during normal business hours and at the sole cost and expense of Sellers, will reasonably cooperate with Sellers in regard to the preparation, filing, handling and appeals of the Sellers Cost Reports. Likewise, Sellers, upon reasonable notice, during normal business hours and at the sole cost and expense of the Joint Venture, will reasonably cooperate with the Joint Venture in regard to the preparation, filing, handling and appeals of the Joint Venture's cost reports. Such cooperation shall include the providing of statistics and obtaining files and the coordination with Sellers or the Joint Venture, as the case may be, pursuant to adequate notice of Medicare and Medicaid exit conferences or meetings. Notwithstanding the foregoing, except as required by Legal Requirements, Sellers shall not open, re-file, or amend any Sellers Cost Report without the prior written consent of the Joint Venture, which consent shall not be unreasonably withheld. Sellers shall retain the originals of the Sellers Cost Reports, correspondence, work papers and other documents relating to the Sellers Cost Reports and Agency Settlements. The Joint Venture shall retain the originals of its cost reports, correspondence, work papers and other documents relating to the Joint Venture's cost reports and agency settlements. Sellers will furnish copies of the Sellers Cost Reports, correspondence, work papers, and other related documentation to the Joint Venture upon request.

9.3. Termination Prior to Closing.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing: (i) by mutual consent of LifePoint Sub and Sellers; (ii) by either LifePoint Sub or Sellers in the event the Attorney General has failed to approve the transaction prior to November 30, 2013; (iii) by either LifePoint Sub or Sellers in the event that the MDCH has failed to issue the Certificate(s) of Need required pursuant to this Agreement prior to November 30, 2013; (iv) by LifePoint Sub pursuant to Sections 2.8 or 11.19; (v) by LifePoint Sub or Sellers if the Closing shall not have taken place on or before 11:59 p.m. on November 30, 2013; (vi) by LifePoint Sub if a breach of any provision of this Agreement has been committed by Sellers and not been cured within 30 days after written notice thereof; and (vii) by Sellers if a breach of any provision of this Agreement has been committed by LifePoint Sub or the Joint Venture and not been cured within 30 days after written notice thereof.

(b) If this Agreement is rightfully terminated pursuant to this Section 9.3, this Agreement (other than Sections 11.5 (Costs of Transaction), 11.6 (Confidentiality), 11.12 (No Third-Party Beneficiaries), 11.16 (Entire Agreement/Amendment) and 11.17 (Enforcement Expenses)) shall immediately become null and void, and the parties (and any of their respective officers, directors, employees, agents or other representatives or affiliates) shall have no liability or obligation with regard to the transactions contemplated hereunder; provided that nothing in this Section 9.3 shall relieve any party from liability for any breach of this Agreement that arose prior to such termination or for any breach that arises as a result of the wrongful termination of this Agreement.

9.4. Post-Closing Access to Information.

(a) The parties each acknowledge that, subsequent to the Closing, each may need access to the Assets or the Business and to information, documents or computer data in the control or possession of the other for purposes of consummating the transactions contemplated herein and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of third party claims. Accordingly, the parties agree to make available to the other and its agents, independent auditors and/or governmental entities such documents and information as may be available relating to the Assets and the Business in respect of periods prior to Closing and will permit the other to make copies of such documents and information. In addition, following the Closing, the Joint Venture shall reasonably cooperate with Sellers and shall make available to Sellers, as reasonably requested and at the expense of the Sellers party (but including only out-of-pocket expenses to third parties, photocopying and delivery costs and not the costs incurred by any party for the wages or other benefits paid to its officers, directors or employees) its employees and reasonably requested information, records or documents as necessary or useful with respect to the defense or settlement of any Excluded Liability or the determination or collection of any Excluded Asset, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered to the Joint Venture at Closing) until the expiration of any applicable statute of limitations or extensions thereof.

(b) Sellers shall submit all quality data required for the Facilities under the Government Programs to the CMS or its agent, and all quality data required for the Facilities by The Joint Commission, for any calendar quarter with reporting deadlines between the date of this Agreement and the Closing Date. If the reporting deadline for submitting quality data for any calendar quarter during which the Facilities were owned by Sellers falls after the Closing Date, then Sellers shall cooperate with the Joint Venture in order to enable the Joint Venture to submit such quality data required for the Facilities for such quarter(s) under the Government Programs and as may be required by The Joint Commission in accordance with the applicable filing deadlines and in the form and manner required by CMS and The Joint Commission, respectively. Such cooperation by Sellers shall include executing any necessary documents required to submit such filings and transmitting such quality data to the Joint Venture in a form required by the Joint Venture and/or allowing the Joint Venture to access such quality data in its current form.

9.5. Preservation and Access to Records After the Closing. After the Closing and in accordance with applicable Legal Requirements (including applicable document retention and/or permissive destruction provisions), the Joint Venture shall keep and preserve all documents, computer data, medical records and other records and information of the Facilities existing as of the Closing and which constitute a part of the Assets delivered to the Joint Venture at Closing. Upon reasonable notice, during normal business hours and upon the Joint Venture's receipt of appropriate consents and authorizations, the Joint Venture shall afford to the representatives of Sellers, including its counsel and accountants, reasonable access to, and the right to make copies of, the records transferred to the Joint Venture at the Closing (including, to the extent necessary and subject to applicable Legal Requirements, access to patient records in respect of patients treated by Sellers at the Facilities).

9.6. Tax Matters.

(a) Following the Closing, the parties shall reasonably cooperate with each other and shall make available to the other, as reasonably requested and at the expense of the requesting party (but including only out-of-pocket expenses to third parties, photocopying and delivery costs and not the costs incurred by any party for the wages or other benefits paid to its officers,

directors or employees), all information, records or documents relating to Tax liabilities or potential Tax liabilities, if any, of Sellers for all periods on or prior to the Closing and any information which is relevant to determining the amount payable under this Agreement, and shall preserve all such information, records and documents (to the extent a part of the Assets delivered to the Joint Venture at Closing) until the expiration of any applicable statute of limitations or extensions thereof. Sellers shall make available to Employer and Physician Employer, as applicable, the records of individual wages of all employees, as well as copies of state unemployment Tax returns, to the extent reasonably necessary for Employer and Physician Employer to verify future unemployment Tax rates and to calculate the correct taxable payroll for the remainder of the calendar year in which the transaction occurs. Sellers shall file Forms W-2 and Forms 1099 with respect to all periods ending on or prior to the Effective Time, as appropriate.

(b) Sellers shall prepare or cause to be prepared and file or cause to be filed on a timely basis all Tax Returns relating to the Assets and the Business with respect to all taxable periods ending on or prior to the Closing Date. The Joint Venture shall prepare or cause to be prepared and file or cause to be filed all Tax Returns relating to the Assets and the Business with respect to all taxable periods ending after the Closing Date. Sellers shall be responsible for and shall pay any Taxes arising or resulting from or in connection with the ownership of the Assets and the Business for all taxable periods (or portion thereof) ending on or prior to the Closing Date except to the extent any such Taxes are treated as a current tax liability in the computation of Net Working Capital. Sellers shall not consent, without the prior written consent of the Joint Venture (not to be unreasonably withheld or delayed), to any change in the treatment of any item that would affect the Tax liability of the Joint Venture for a period subsequent to the Closing Date.

(c) Upon request of LifePoint Sub, Sellers shall use commercially reasonable efforts to obtain any certificate or other document from any governmental authority or any other person as may be necessary to mitigate, reduce or eliminate any Taxes that could be imposed (including with respect to the transactions contemplated hereby).

(d) Unless otherwise requested by the Joint Venture, Sellers shall use commercially reasonable efforts to cause each of UPHP and UPMC which do not technically terminate pursuant to Section 708 of the Code to use a closing of the books method for allocating income and loss between the pre- and post-acquisition periods. Unless otherwise requested by the Joint Venture, Sellers shall use commercially reasonable efforts to cause each of UPHP and UPMC to make an election under Section 754 of the Code and the Treasury Regulations thereunder (and any corresponding election under state, local and foreign tax law) on such federal Tax Return, if such election is not currently in effect, to adjust the basis of the assets of the Tax Partnership Entities as provided in Section 743 of the Code.

(e) The parties agree to treat the transactions contemplated by this Agreement for federal income Tax purposes as follows: (i) with respect to Portage Health, the contribution of the Assets owned by it and its interests in the Included Joint Venture, UPHP and UPMC, the assumption of Assumed Liabilities of Portage Health by the Joint Venture and the distribution by the Joint Venture of a portion of the Cash Contribution to Portage Health shall be treated in part as a contribution transaction pursuant to Section 721 of the Code and in part as a sale of assets as provided in Treasury Regulation Section 1.707-3, (ii) with respect to each of the Sellers other than Portage Health, the contribution of the Assets owned by such Seller to the Joint Venture, the assumption of Assumed Liabilities of such Seller by the Joint Venture and the distribution by the Joint Venture of a portion of the Cash Contribution to such Seller shall be treated as a sale. The parties agree to report the transactions in a manner consistent with such treatment on their

respective Tax Returns. In addition, the parties agree that LifePoint Sub shall prepare an allocation of the Cash Contribution and Assumed Liabilities among the various classes of assets for each of the above sales in accordance with and as provided by Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provisions of state or local law, as appropriate) (the "Allocation"). In the case of Portage Health, the sale shall be of an undivided 80% interest in each of the Assets contributed by Portage Health. LifePoint Sub shall deliver the Allocation to Sellers for its review within 180 days after the Closing Date and Sellers shall have 30 days after receiving the Allocation (the "Sellers Review Period") to review and comment on the Allocation. If Sellers raise any written objections to the Allocation during the Sellers Review Period, Sellers and LifePoint Sub will attempt to resolve such objections in good faith; provided, however, that if Sellers and LifePoint Sub do not reasonably agree on the Allocation within 30 days after the end of the Sellers Review Period, then either Sellers or LifePoint Sub may elect, by written notice to the other, to have the Allocation submitted to and determined by the Accountants and such determination shall be binding on Sellers and LifePoint Sub. Such Allocation shall be binding upon LifePoint Sub, Sellers and the Joint Venture, and LifePoint Sub, Sellers and the Joint Venture shall report, act and file all Tax Returns (including Internal Revenue Service Forms 8594), Sellers Cost Reports and other information filings, to the extent required, in all respects and for all purposes consistent with such Allocation. Neither LifePoint Sub, the Joint Ventures nor any of the Sellers shall take any position (whether in audits, Tax Returns, or otherwise) which is inconsistent with such Allocation unless required to do so by Legal Requirements.

9.7. Misdirected Payments. Sellers and the Joint Venture covenant and agree to hold in trust and remit, within 10 days of receipt, to the other any payments received that are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) the other. Additionally, in the event of a determination by any Government Program that payments to Sellers or the Facilities resulted in an overpayment or other determination that funds previously paid by any Government Program or third-party payor to Sellers or the Facilities must be repaid, Sellers shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Effective Time, and the Joint Venture shall be responsible for repayment of said monies (or defense of such actions) if such overpayment determined was for services rendered after the Effective Time.

9.8. Transfer of Unemployment Experience Rating.

(a) If LifePoint Sub so elects, Sellers and LifePoint Sub agree that the unemployment experience of Sellers and the Business will be transferred to Employer and Physician Employer, as applicable, (i) if such a transfer of unemployment experience is allowed by applicable Legal Requirements and (ii) Sellers are not adversely affected thereby.

(b) Sellers shall use all reasonable efforts to make available to Employer and Physician Employer the records of individual wages of all employees, as well as copies of state unemployment Tax returns, to the extent necessary for Employer and Physician Employer to verify future unemployment Tax rates and to calculate the correct taxable payroll for the remainder of the calendar year in which the Closing occurs.

9.9. Indigent Care. The LifePoint Sub and the Joint Venture agree they shall cause the Hospital to institute and maintain Sellers' policies for the treatment of indigent patients attached as Exhibit 9.9, subject to any changes necessary to comply with applicable Legal Requirements including as such Legal Requirements have been or may in the future be modified by healthcare reform provisions. Any changes to such policies would require the approval of the Governing Board (as defined in the LLC

Agreement) of the Joint Venture, or, in the event that Sellers no longer owns any Units, by the Board of Trustees.

9.10. Capital Commitment. During the 10 year period immediately following the Closing, the Joint Venture will make or cause to be made capital expenditures for the benefit of the Facilities in an amount not less than \$60,000,000 in the aggregate (the “Capital Commitment Amount”). Attached hereto as Exhibit 9.10 is the agreed strategic master capital plan, which includes the main campus expansion and the Calumet medical practice expansion (the “Capital Plan”). The Joint Venture shall make capital expenditures in accordance with the Capital Plan except as it may be modified by the Governing Board. For purposes of this commitment, expenditures for capital improvements shall include expenditures for physician recruitment and retention, increasing the number and scope of medical service offerings, investments in information systems, new equipment (purchased or leased), facilities repair and maintenance spending (excluding routine operating costs), facility renovations, new facilities, new or renovated medical office space, information systems and other tangible capital improvements.

9.11. Board of Trustees. Following the Closing, the Joint Venture will appoint and maintain an advisory board for the Hospital (the “Board of Trustees”) a majority of whose members will include the following, unless otherwise determined in accordance with the LLC Agreement: physicians on the medical staff of the Hospital, local community business leaders and the Hospital’s Chief Executive Officer. In addition to those specific responsibilities of the Board of Trustees required by The Joint Commission, the Board of Trustees would: (a) adopt a vision, mission and values statement for the Hospital; (b) participate in the development and review of strategic plans for the Hospital (which would include, among other matters, a physician recruitment plan); (c) oversee medical staff issues and quality of patient care plans and performance; (d) grant medical staff privileges, and, when necessary, take disciplinary action consistent with the Hospital’s Bylaws; (e) foster community relationships and identify new service and educational opportunities; and (f) undertake other responsibilities as delegated to the Board of Trustees by the Governing Board from time to time.

9.12. Continuation of Services. For a period of 10 years immediately following the Closing, the Joint Venture will continue to provide the healthcare services and programs set forth on Schedule 9.12 (the “Core Services”). In the event that the Joint Venture decides to eliminate or reduce any Core Services at the Hospital during the 10 year period following the Closing, such elimination or reduction must be approved by the Governing Board or, in the event that Sellers no longer owns any Units, by the Board of Trustees.

9.13. Medical Staff. Effective as of the Closing, the Joint Venture will adopt the Hospital’s medical staff Bylaws, rules and regulations (provided that the foregoing shall not prevent the Joint Venture from proposing new Bylaws, rules and regulations for medical staff approval following the Closing). The Joint Venture agrees that the Hospital’s medical staff members in good standing as of the Closing shall maintain such medical staff privileges at the Hospital immediately following the Closing. The foregoing will not limit the ability of the Joint Venture to grant, withhold, or suspend medical staff appointment or clinical privileges in accordance with the terms of the Hospital’s medical staff Bylaws following the Closing.

9.14. Quality Oversight Committee. Following the Closing, the Joint Venture will establish and maintain a patient safety and quality oversight committee for the Hospital (the “PSQOC”). The members of the PSQOC will include selected clinical and other physician leaders of the Hospital. The PSQOC will monitor the quality of patient care provided at the Hospital, report its findings to the Board of Trustees and the Quality Committee of the Eastern Group as part of LifePoint Hospital’s Quality Program, and work with the Quality Committee of the Eastern Group in preparing action plans to satisfy the applicable quality metrics.

9.15. Restriction on Transfer; Minimum Net Proceeds. Except as otherwise set forth in this Section 9.15, for the first forty-eight (48) months after the Closing, Sellers shall not dissolve, liquidate, reorganize, merge, sell all or substantially all of its assets, make any distribution which results in the Sellers not having cash and investment assets of an amount equal to or greater than the Limit (as hereinafter defined) or enter into or consummate any other similar organic transaction, unless (a) Sellers' obligations under this Agreement, including those contained in Article 10 have terminated or have otherwise been fully performed; (b) the transferee or surviving or resulting entity in any such organic transaction delivers to the Joint Venture and LifePoint Sub written evidence (in form and substance reasonably acceptable to the Joint Venture and LifePoint Sub) that it has (i) fully and irrevocably assumed all of Sellers' obligations under this Agreement; and (ii) such transferee or surviving entity has net assets equal to or greater than the Limit or (c) Sellers are required by law to do so after reasonable notice of such requirement to the Joint Venture and LifePoint Sub. Notwithstanding the foregoing, effective after the Closing Date and upon written notice to the Joint Venture and LifePoint Sub, the parties agree that Sellers may transfer to Foundation all assets of Sellers (provided that Foundation agrees to assume the obligations of Sellers contained in Article 10 hereof) in which event, Sellers may dissolve or liquidate in their own discretion. Notwithstanding anything contained herein to the contrary, (i) for a period of the first forty-eight (48) months following the Closing, Sellers and the Foundation shall maintain in the aggregate an amount equal to or greater than the Limit.

9.16. Restriction on Transfer of Hospital. For a period of 10 years following the Closing, LifePoint Hospitals shall continue to own, directly or indirectly, LifePoint Sub and the Hospital and LifePoint Sub shall not transfer, directly or indirectly, its equity interest in the Joint Venture to a third party; provided, however, that these restrictions shall not prohibit (i) LifePoint Sub from transferring its equity interest in the Joint Venture, its business or assets to any other affiliate of LifePoint or (ii) a transfer to any acquirer or successor, by merger, asset purchase, stock purchase, lease or otherwise of all or substantially all of the ownership interests in or assets of LifePoint.

9.17. Cardiology Services. Following the Closing, the Joint Venture will establish a cardiology service at the Hospital (the "Cardiology Service") by, among other necessary things: (a) recruiting one or more cardiologists; (b) recruiting and training hospital staff to operate the Cardiology Service; and (c) developing and equipping the Hospital for such Cardiology Service in accordance with the Capital Plan.

9.18. Psychiatric Services. Following the Closing, the Joint Venture will establish a psychiatric service at the Hospital (the "Psychiatric Service") by, among other necessary things: (a) recruiting one or more psychiatrists; (b) recruiting and training hospital staff to operate the Psychiatric Service; and (c) developing and equipping the Hospital for such Psychiatric Service in accordance with the Capital Plan.

10. INDEMNIFICATION AND REMEDIES

10.1. Indemnification by Seller. Subject to and to the extent provided in this Article 10, Sellers shall, jointly and severally, indemnify and hold harmless LifePoint Sub, the Joint Venture and their respective members, shareholders, partners, directors, officers, employees, agents and affiliates (each, a "LifePoint Sub Indemnified Party") from and against any Losses incurred or suffered by a LifePoint Sub Indemnified Party as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by Sellers in this Agreement; (b) any breach of a covenant, obligation or agreement of Sellers in this Agreement and (c) the Excluded Liabilities and the Excluded Assets. "Losses" shall mean any damages, claims, costs, losses, liabilities, expenses or obligations (including reasonable attorneys' fees and associated expenses) whether or not involving a third-party claim. Losses shall not include any incidental, special, consequential or indirect damages, including, lost profits, revenue, business or

opportunity or punitive damages, unless such damages are being sought by a third-party against the indemnified party.

10.2. Limitations on Sellers' Liability. Sellers shall have no liability with respect to Losses arising pursuant to Sections 10.1 unless and until the aggregate amount of such Losses exceeds \$325,000 (the "Basket"), at which time, Sellers shall be responsible only for the aggregate indemnified Losses in excess of the Basket up to the Limit (as hereinafter defined). In determining whether any of Sellers' representations and warranties have been breached or are inaccurate the representations and warranties shall be read giving full effect to the phrase "Material Adverse Effect," "in all material respects," and similar phrases qualifying any of Sellers' representations or warranties; however, in the event that any such representation or warranty is breached or inaccurate, for purposes of determining the value of any Loss under this Article 10, such phrases shall be disregarded.

10.3. Indemnification by LifePoint Sub and the Joint Venture. Subject to and to the extent provided in this Article 10, LifePoint Sub and the Joint Venture (collectively, "LifePoint Sub Indemnitors") shall indemnify and hold harmless Sellers and their respective members, directors, officers, employees, agents and affiliates (each, a "Seller Indemnified Party") from, against and for any Losses incurred or suffered by a Seller Indemnified Party as a result of or arising from: (a) any breach of or inaccuracy in any representation or warranty made by LifePoint Sub or the Joint Venture in this Agreement; (b) any breach of a covenant, obligation or agreement of LifePoint Sub or the Joint Venture; and (c) the Assumed Liabilities.

10.4. Limitations on Liability of LifePoint Sub and the Joint Venture. No LifePoint Sub Indemnitor shall have any liability with respect to Losses arising pursuant to Section 10.3 unless and until the aggregate amount of such Losses exceeds the Basket, at which time, LifePoint Sub Indemnitors shall be responsible for all aggregate Losses in excess of the Basket up to the Limit. In determining whether any of LifePoint Sub's or the Joint Venture's representations and warranties have been breached or are inaccurate, the representations and warranties shall be read giving full effect to the phrase "Material Adverse Effect," "in all material respects" and similar phrases qualifying any of LifePoint Sub's or the Joint Venture's representations or warranties; however, in the event that any such representation or warranty is breached or inaccurate, for purposes determining the value of any Loss under this Article 10, such phrases shall be disregarded. The maximum aggregate liability of LifePoint Sub Indemnitors for Losses arising pursuant to Section 10.3 shall be an amount equal to the Limit.

10.5. Determination of Losses. The amount of any Losses subject to indemnification hereunder shall be calculated net of any insurance proceeds actually received by the Indemnified Party on account of such Losses. The Indemnified Party shall seek full recovery under all insurance policies covering any Loss to the same extent as they would if such Loss were not subject to indemnification hereunder. In the event that an insurance or other recovery is made by any Indemnified Party with respect to any Loss for which any such Person has been indemnified hereunder, then a refund equal to the aggregate amount of the recovery shall be made promptly to the Person or Persons that provided such indemnity payments to such Indemnified Party. Losses shall not include any incidental, special, consequential or indirect damages, including, lost profits, revenue, business or opportunity or punitive damages, unless such damages are being sought by a third-party against the Indemnified Party.

10.6. Sole and Exclusive Remedy. Indemnification pursuant to this Article 10, subject to the limitations contained herein, shall constitute the Indemnified Parties' sole and exclusive remedy for any and all Losses or other claims for monetary damages relating to or arising from this Agreement and the

transactions contemplated hereby including, without limitation, with respect to any breach of any representation, warranty or covenant contained in this Agreement (other than with respect to fraud, intentional misrepresentation or specific performance or other equitable remedies). The parties may not seek to avoid the various limitations on liability set forth in this Article 10 by seeking damages for tort or pursuant to any other theory of liability. This section shall in no way (i) limit the parties' right to seek any equitable remedy which does not seek monetary damages, including temporary restraining orders, injunctions and specific performance or (ii) limit the parties' rights under the other Transaction Documents.

10.7. Procedure for Indemnification – Non Third Party Claims. Whenever any claim shall arise for indemnification hereunder not involving a demand, claim, action or proceeding made or brought by a third party, including without limitation a government agency (a "Proceeding"), the Seller Indemnified Party or the LifePoint Sub Indemnified Party, as applicable (collectively referred to hereinafter as the "Indemnified Party") shall notify the indemnifying party promptly after such Indemnified Party has actual knowledge of the facts constituting the basis for such claim. The notice to the indemnifying party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom and the basis under this Agreement for such claim.

10.8. Procedure for Indemnification – Third Party Claims.

(a) Promptly after receipt by an Indemnified Party of notice of the commencement of any Proceeding, such Indemnified Party will, if a claim is to be made against an indemnifying party pursuant to this Article 10, give notice (a "Claims Notice") to the indemnifying party of the commencement of the Proceeding, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to the Indemnified Party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to provide timely notice.

(b) Upon receipt of a Claims Notice, the indemnifying party will, unless the Proceeding involves Taxes which shall be governed by Section 9.6, be entitled to participate in such Proceeding and, to the extent that it wishes (unless the indemnifying party fails to provide reasonable assurances to the Indemnified Party of its financial capacity to defend such Proceeding and provide the indemnification required by this Agreement with respect to such Proceeding), to assume the defense of such Proceeding with counsel satisfactory to the Indemnified Party and, after notice from the indemnifying party to the Indemnified Party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party under this Section 10.6 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such Proceeding; provided, however, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the indemnifying party if a conflict or potential conflict exists between the Indemnified Party and the indemnifying party that would make such separate representation appropriate. If the indemnifying party assumes the defense of a proceeding, no compromise or settlement of such claims may be effected by the indemnifying party without the Indemnified Party's consent unless (I) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any other person and no effect on any other claims that may be made against the Indemnified Party; (II) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (III) the Indemnified Party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If a Claim Notice is given to an indemnifying party with respect to the commencement of any Proceeding and the indemnifying party does not, within 20 days after the Claim Notice is

provided, give notice to the Indemnified Party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the Indemnified Party.

(c) Notwithstanding the foregoing, if an Indemnified Party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise or settle such Proceeding, but the indemnifying party will not be bound by the determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld). If the indemnifying party does not assume the defense of any claim or litigation, any Indemnified Party may defend against such claim or litigation in such manner as it may deem appropriate, including the settlement of such claim or litigation, after giving notice of the same to the indemnifying party, on such terms as the Indemnified Party may deem appropriate. The indemnifying party will promptly reimburse the Indemnified Party in accordance with the provisions hereof.

10.9. Payment. All indemnification hereunder shall be effected by payment of cash or delivery of immediately available funds to an account designated by the Indemnified Party in the amount of the indemnification liability. Any undisputed indemnification payments shall be made within 10 days of the date on which the amount of a Loss is identified in writing to the indemnifying party.

10.10. Reliance. The parties expressly agree and acknowledge that LifePoint Sub and the Joint Venture are relying upon each of the representations and warranties of Sellers made in this Agreement and that each of LifePoint Sub and the Joint Venture would not be willing to enter into this Agreement if any limitations were placed on such reliance. The right to indemnification, reimbursement or other remedy based upon the representations, warranties, covenants and obligations of Sellers in this Agreement shall not be affected by any investigation conducted with respect to, or any information or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

10.11. Survival. The covenants and agreements of the parties set forth herein shall continue to be fully effective and enforceable following the Closing in accordance with their terms. The representations and warranties of Sellers, LifePoint Sub and the Joint Venture shall continue to be fully effective and enforceable following the Closing for 18 months and shall thereafter be of no further force and effect; provided, however, that (a) the representations and warranties contained in Sections 4.17 (Regulatory Affairs) and 4.20 (Third Party Payor Cost Reports) of this Agreement shall continue to be fully effective and enforceable following the Closing for a period of 48 months and shall thereafter be of no further force and effect, and (b) the representations and warranties contained in Sections 4.1 (Capacity), 4.2(a) (Powers), 4.3 (Binding Agreement), 4.8 (Real Property, as it relates only to title), 4.9 (Tangible Personal Property, as it relates only to title), 5.1 (Capacity), 5.2 (Powers; Consents; Absence of Conflicts With Other Agreements) and 5.3 (Binding Agreement) shall survive indefinitely. Anything in this Agreement to the contrary notwithstanding, if there is an outstanding Claims Notice properly delivered prior to the expiration of the period provided for survival of a representation or warranty as provided for above, such applicable period shall not end in respect of such claim until such claim is resolved.

11. **GENERAL**

11.1. Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of the assigning party thereunder. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect Sellers' rights thereunder so that the Joint Venture would not in fact receive all such rights, Sellers shall upon the request of the Joint Venture cooperate in any reasonable arrangement designed to provide to the Joint Venture the benefits and burdens under any such claim, right or contract.

11.2. Choice of Law.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan. 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.

11.3. Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that (i) LifePoint Sub and the Joint Venture may assign any or all of its rights or interests, or delegate any or all of its obligations, in this Agreement to (a) any successor to LifePoint or the Joint Venture, as applicable, or any acquirer of all or substantially all of the business or assets of LifePoint or the Joint Venture, as applicable, or (b) one or more of LifePoint Sub's or the Joint Venture's, as applicable, other affiliates, including Portage Hospital, LLC and Portage Physician Practices, Inc. and in either event the assignee shall assume and LifePoint Sub and the Joint Venture shall remain bound to perform all of their respective obligations hereunder and (ii) following the Closing, Sellers may assign all of their rights and obligations and delegate any or all of their obligations to the Foundation subject to compliance with Section 9.15. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

11.4. Accounting Date. The transactions contemplated hereby shall be effective for accounting, payment and business purposes as of the Effective Time.

11.5. Costs of Transaction. Whether or not the transactions contemplated hereby shall be consummated and except as otherwise provided herein, the parties agree as follows: (a) Sellers shall pay the fees, expenses and disbursements of Sellers and its agents, advisors, attorneys, accountants and other representatives incurred in connection with the subject matter hereof and any amendments hereto, and (b) LifePoint Sub shall pay the fees, expenses and disbursements of LifePoint Sub and the Joint Venture and those of their respective agents, advisors, attorneys, accountants and other representatives incurred in

connection with the subject matter hereof and any amendments hereto, and LifePoint Sub shall pay for the cost of its due diligence (which may include structural and environmental surveys and reports). LifePoint Sub shall bear the cost of the Title Policy, Survey, and recording Taxes or fees necessary to record the Joint Venture's interest in the Real Estate, together with the cost of all transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement. LifePoint Sub will also pay the costs, fees and expenses related to the engagement of financial and accounting advisors required by the Attorney General, and all filing fees, if any, due in connection with detailing necessary approvals from MDCH. The parties will file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable Legal Requirements, the parties will, and will cause their affiliates to, join in the execution of any such Tax Returns and other documentation.

11.6. Confidentiality. The Confidentiality Agreement, dated as of September 19, 2012, by and between LifePoint Hospitals and Portage Health remains in full force and effect. Prior to the Closing and except as otherwise required by Legal Requirements, the rules of the National Association of Securities Dealers, Inc., or The Nasdaq Stock Market, LLC or New York Stock Exchange, as applicable, as reasonably determined by any party (in which event such party shall, as soon as reasonably practical but in any such event prior to the announcement, give notice to the other party of such determination and consult with the other party concerning the terms of such announcement), any release to the public of information concerning this Agreement or the transactions contemplated hereby will be made only in the form and manner approved by the parties. Each party shall furnish the other with drafts of all such releases prior to their publication or dissemination. If either party reasonably determines that a public announcement of the existence of the transactions described herein is required by Legal Requirements, then such other party shall have the right to issue an announcement with respect to such matters contemporaneously.

11.7. Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Legal Requirements, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.8. 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:

Sellers: Portage Health, Inc.
500 Campus Drive
Hancock, Michigan 49930
Attention: Jim Bogan

with a copy to: Locke Lord LLP
111 South Wacker Drive
Chicago, Illinois 60606
Fax No.: (312) 896-6693
Attention: David L. Kendall, Esq.

Joint Venture: Portage Holding Company, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, TN 37027
Fax No.: 615-372-8572
Attention: General Counsel

with a copy to: Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219
Fax No. 615-244-6804
Attention: W. Kenneth Marlow, Esq.

LifePoint Sub: LifePoint Holdings 2, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, TN 37027
Fax No.: 615-372-8572
Attention: General Counsel

with a copy to: Waller Lansden Dortch & Davis, LLP
Nashville City Center
511 Union Street, Suite 2700
Nashville, TN 37219
Fax No. 615-244-6804
Attention: W. Kenneth Marlow, Esq.

or to such other address, and to the attention of such other person or officer as any party may designate.

11.9. Severability. In the event any provision of this 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 Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11.10. Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

11.11. 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.

11.12. No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Agreement.

11.13. No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

11.14. Tax and Medicare Advice and Reliance. Except as expressly provided in this Agreement, none of the parties (nor any of the parties' respective counsel, accountants or other representatives) has made or is making any representations to any other party (or to any other party's counsel, accountants or other representatives) concerning the consequences of the transactions contemplated hereby under applicable Tax laws or under the laws governing the Medicare program. Each party has relied solely upon the Tax and Medicare advice of its own employees or of representatives engaged by such party and not on any such advice provided by any other party.

11.15. Knowledge. Whenever any statement herein or in any Schedule, Exhibit, certificate or other documents delivered to any party pursuant to this Agreement is made "to [its] knowledge" or "to the knowledge of" or a statement "that [it] is not aware of" or words of similar intent or effect, such person shall be deemed to have knowledge of facts or other information or matters which, as of the date the representation is given, (a) are actually known to the person making such statement after due inquiry, which, with respect to persons that are corporations, limited liability companies or similar business entities (such as Sellers, LifePoint Sub and the Joint Venture), means the knowledge of its executive officers. With respect to Sellers and for the purposes of this Section, James Bogan, the President and Chief Executive Officer and Brian Donovan, the Chief Financial Officer, Deb Young, Chief Nursing Officer, Robbyn Lucier, Director of Human Resources and Glenn Patrick, Director of Facilities shall be considered officers of Sellers for purposes of defining knowledge. With respect to LifePoint Sub and for the purposes of this Section, Paul Gilbert and Leif Murphy shall be considered officers of LifePoint Sub for purposes of defining knowledge. With respect to the Joint Venture and for the purposes of this Section, Paul Gilbert and Leif Murphy shall be considered officers of the Joint Venture for purposes of defining knowledge.

11.16. Entire Agreement/Amendment. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any memorandum of understanding and any confidentiality agreement among Sellers, LifePoint Sub and the Joint Venture) and constitutes (along with the Schedules attached, Exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

11.17. Enforcement Expenses. In the event any party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement, as between it and any other party, the prevailing party shall be entitled to recover from the other party such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

11.18. 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 and PDF shall be deemed to be their original signatures for any purposes whatsoever.

11.19. Disclosure Schedules.

(a) The information in the Disclosure Schedules is arranged in paragraphs corresponding to the numbered and lettered sections contained in this Agreement and the disclosures in any section of the Disclosure Schedules shall be responsive to or list exceptions to the particular paragraph of this Agreement listed and shall also be deemed to be disclosed and incorporated in all other sections of the Disclosure Schedules where the relevance of such disclosure is reasonably apparent from the text of the disclosure. If there is any inconsistency between the statements in this Agreement and those in the Disclosure Schedules (other than an exception expressly set forth in the Disclosure Schedules with respect to a specifically identified representation or warranty), the statements in this Agreement will control.

(b) At any time prior to 7 days prior to the Closing Date, Sellers shall be entitled to deliver to LifePoint Sub updates to the Disclosure Schedules, provided that (i) such updates are clearly marked as such, (ii) any changes to the original Disclosure Schedules are clearly identified, and (iii) any changes to the original Disclosure Schedules relate only to items or events occurring after the date of this Agreement or items or events of which Sellers only becomes aware after the date of this Agreement. If such updates to the Disclosure Schedules reflect, individually or in the aggregate, matters that are or may be materially adverse to the business or operations of the Facilities or the Assets or otherwise negatively and materially impact the financial terms of the transactions contemplated by this Agreement from the perspective of Sellers, LifePoint Sub or the Joint Venture, LifePoint Sub shall have the right, but not the obligation, to terminate the Agreement pursuant to Section 9.3. In the event LifePoint Sub does not have the right to terminate this Agreement or elects not to terminate this Agreement as a result of an update to the Disclosure Schedules and consummates the transaction contemplated hereby, the updated or substitute Disclosure Schedules shall replace, in whole or in part as the case may be, the Disclosure Schedules previously delivered hereunder for all purposes and will be deemed to have cured any misrepresentation or breach of warranty that otherwise might have existed hereunder prior to such update as a result of the failure to disclose the matters now included in the updated Disclosure Schedules. Notwithstanding anything contained herein to the contrary, nothing in this Section 11.19(b) shall in any way restrict, modify or eliminate LifePoint Sub's or the Joint Venture's right to bring a claim pursuant to Sections 10.1(b) and 10.1(c).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

SELLERS:

PORTAGE HEALTH, INC., a Michigan
nonprofit corporation

By: _____
Name: _____
Title: _____

COPPER COUNTRY APOTHECARIES, INC.,
a Michigan corporation

By: _____
Name: _____
Title: _____

PORTAGE HEALTH RESOURCES, INC., a
Michigan nonprofit corporation

By: _____
Name: _____
Title: _____

PORTAGE HEALTH HOME SERVICES,
INC., a Michigan nonprofit corporation

By: _____
Name: _____
Title: _____

LIFEPOINT SUB:

LIFEPOINT HOLDINGS 2, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

JOINT VENTURE:

PORTAGE HOLDING COMPANY, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

The undersigned, LifePoint Hospitals Holdings, Inc., a Delaware corporation, executes this Agreement solely for the purpose of agreeing to assure the obligations of LifePoint Sub pursuant to the provisions of Section 3.3(b)(i), 9.10, 9.16 and 11.5 and Article 10 of this Agreement. The undersigned further agrees that the provision of Sections 11.2 and 11.17 of this Agreement shall be applicable with respect to its agreement contained herein.

LIFEPOINT:

LIFEPOINT HOSPITALS HOLDINGS, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____