

ANCILLARY FACILITIES

1. University Center – 600 MacInnes Drive, Houghton, MI. (Medical Clinic, Apothecary, Rehab)
2. Houghton – 921 W. Sharon Avenue, Houghton, MI. (Fitness Center, Express Care)
3. Lake Linden – 925 Ninth Street, Lake Linden, MI. (Medical Clinic)
4. Rehab – 56901 South Sixth Street, Calumet, MI.
5. Sleep Disorders Center – 890 Campus Drive, Suite B, Hancock, MI. (Sleep Lab)
6. Home Medical Equipment – 894 Campus Drive, Hancock, MI. (DME, Billing)
7. Copper Country Medical Building – 821 W. Water Street, Hancock, MI. (Home Health, Hospice, Home Services, Health Resources)
8. Home Health – 303 Baraga Avenue, L’Anse, MI.
9. Rheumatology Telemedicine – 901 Lakeshore Drive, 201 East Main Street, Ishpeming, MI.
10. OB/GYN Clinic – 18341 US 41, L’Anse, MI.
11. Lab Draw Station – 920 W. Water Street, Hancock, MI.

PAYOFF LETTERS

[To be provided prior to Closing.]

**FORM
OF
WARRANTY DEED**

PORTAGE HEALTH, INC., a/k/a Portage Health Hospital, a Michigan nonprofit corporation (Grantor)

whose address is 500 Campus Drive, Hancock, Michigan 49930

Conveys and Warrants to

[_____], LLC, a Michigan limited liability company (Grantee)

whose address is _____

the following described premises situated in the City of Hancock, County of Houghton and State of Michigan, to wit:

See **“Exhibit A”** attached hereto

for full consideration of One Dollar (\$1.00) and other good and valuable consideration, Real Estate Transfer Valuation Affidavit completed and filed herewith,

subject to those matters set forth on **“Exhibit B”** attached hereto.

The Grantor further grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this _____ day of _____, 2013.

PORTAGE HEALTH, INC.,
a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by _____ of Portage Health, Inc., a Michigan nonprofit corporation, on behalf of the corporation..

Notary Public

State of Michigan, County of _____

My Commission Expires _____

Acting in the County of _____

Instrument Drafted By:

Matthew T. Harris, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

When recorded return to:

Send subsequent tax bills to:

Recording Fee:

Transfer Tax:

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Encumbrances

**FORM
OF
GENERAL BILL OF SALE AND ASSIGNMENT**

THIS GENERAL BILL OF SALE AND ASSIGNMENT (this “Bill of Sale”) is entered into as of _____, 2013, and effective as of 12:01 a.m. Eastern Time on _____, 2013, by and between Portage Holding Company, LLC, a Delaware limited liability company (the “Joint Venture”), and 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”), and Portage Health Resources, Inc., a Michigan nonprofit corporation (“PHR”) (Portage Health, CCA, PHH and PHR are referred to collectively as “Sellers”).

WITNESSETH:

WHEREAS, the Joint Venture, Sellers and LifePoint Holdings 2, LLC, a Delaware limited liability company (“LifePoint Sub”), are parties to that certain Contribution Agreement, dated as of August 2, 2013 (the “Contribution Agreement”), pursuant to which Sellers agreed to contribute, transfer, convey and deliver to the Joint Venture all of Sellers’ right, title and interest in and to the Assets owned or leased by Sellers; the Joint Venture agreed to assume the Assumed Liabilities; and LifePoint Sub agreed to contribute the Cash Contribution to the Joint Venture.

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

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Contribution Agreement.

2. **Assignment.** Sellers do hereby irrevocably and unconditionally contribute, assign, transfer, convey and deliver to the Joint Venture, its successors and assigns forever, all of such Sellers’ right, title and interest in and to the Assets (other than the Assumed Contracts), free and clear of any Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) to have and to hold the same and each and all thereof unto the Joint Venture, its successors and assigns forever, to its and their own use and benefit forever.

3. **Further Assurances.** The parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, deeds, assignments, instruments or other documents as may reasonably be required to effect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and/or by the Contribution Agreement.

4. **Power of Attorney.** Sellers hereby constitute and appoint the Joint Venture its true and lawful attorney, with full power of substitution, in the name of each member of the Sellers or otherwise, and on behalf and for the benefit of the Joint Venture, to demand and receive from time to time any and all of the Assets; to institute and prosecute, from time to time, in the name of such member or otherwise, any and all actions, suits and proceedings which the Joint Venture deems proper to assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the Assets; and to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Sellers hereby declare that the foregoing powers are coupled with an interest and shall be irrevocable.

5. **Remedies.** The parties' respective remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Contribution Agreement.

6. **Amendment and Modification; Waiver.** This Bill of Sale may be amended, modified and supplemented by written instrument authorized and executed by Sellers and the Joint Venture at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

7. **No Third-Party Beneficiaries.** This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof.

8. **Governing Law.**

(a) This Bill of Sale and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Bill of Sale.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Bill of Sale may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9. **Inconsistencies with the Contribution Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject to the terms, provisions, conditions and limitations set forth in the Contribution Agreement, and this Bill of Sale is not intended to alter the obligations of the parties to the Contribution Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Contribution Agreement, the parties hereto agree that the terms of the Contribution Agreement shall control.

10. **Severability.** In the event any provision of this Bill of Sale is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Bill of Sale, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Bill of Sale into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Bill of Sale.

12. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Bill of

Sale and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Bill of Sale as to the parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

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

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: _____

PORTAGE HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

**FORM
OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”) is entered into as of _____, 2013, and effective as of 12:01 a.m. Eastern Time on _____, 2013, by and between Portage Holding Company, LLC, a Delaware limited liability company (the “Joint Venture”), and 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”), and Portage Health Resources, Inc., a Michigan nonprofit corporation (“PHR”) (Portage Health, CCA, PHH and PHR are referred to collectively as “Sellers”).

WITNESSETH:

WHEREAS, the Joint Venture, Sellers and LifePoint Holdings 2, LLC, a Delaware limited liability company (“LifePoint Sub”) are parties to that certain Contribution Agreement, dated as of August 2, 2013 (the “Contribution Agreement”), pursuant to which Sellers agreed to contribute, transfer, convey and deliver to the Joint Venture all of Sellers’ right, title and interest in and to the Assets owned or leased by Sellers; the Joint Venture agreed to assume the Assumed Liabilities of Sellers; and LifePoint Sub agreed to contribute the Cash Contribution to the Joint Venture; and

WHEREAS, in connection with the Contribution Agreement, (i) Sellers desire to assign to the Joint Venture all of its respective right, title and interest in, to and under, and (ii) the Joint Venture desires to assume from Sellers certain liabilities and certain other obligations constituting Assumed Liabilities under the Contribution Agreement.

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

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Contribution Agreement.

2. **Assignment.** Sellers hereby assign, transfer and convey to the Joint Venture all of Sellers’ interest in and to the Assumed Contracts, as provided for and subject to the terms of the Contribution Agreement.

3. **Assumption of Obligations.** The Joint Venture hereby accepts the assignment from Sellers of the Assumed Contracts, and the Joint Venture assumes and agrees to pay, perform and/or discharge in accordance with its terms the Assumed Liabilities. Other than as specifically set forth herein, the Joint Venture assumes no debt, liability, or obligation of Sellers other than the Assumed Liabilities.

4. **No Ratification, Extension or Renewal.** This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Assumed Contracts, Assumed Liabilities or other liability that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Contribution Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, powers of attorney, instruments or other documents as

may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Contribution Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Contribution Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by each Seller and each member of the Joint Venture at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Inconsistencies with the Contribution Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Assignment Agreement are subject to the terms, provisions, conditions and limitations set forth in the Contribution Agreement, and this Assignment Agreement is not intended to alter the obligations of the parties to the Contribution Agreement. In the event of any inconsistencies between the terms of this Assignment Agreement and the terms of the Contribution Agreement, the parties hereto agree that the terms of the Contribution Agreement shall control.

11. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

12. Divisions and Headings. The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

13. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

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

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: _____

PORTAGE HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “Assignment Agreement”) is entered this ____ day of _____, 2013, to be effective as of 12:01 a.m. Eastern Time on _____, 2013 (the “Effective Date”), by and between Portage Holding Company, LLC, a Delaware limited liability company (“Assignee”), and [Portage Health, Inc., a Michigan nonprofit corporation] [Copper Country Apothecaries, Inc., a Michigan corporation] [Portage Health Home Services, Inc., a Michigan nonprofit corporation] [Portage Health Resources, Inc., a Michigan nonprofit corporation] (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of August 2, 2013 (the “Contribution Agreement”), pursuant to which Assignee is acquiring substantially all of the assets of Assignor associated with or employed in the conduct of the Business (as defined in the Contribution Agreement), and will assume certain liabilities relating to the Business;

WHEREAS, Assignor is the landlord with respect to various leases for property located at the Facilities, as set forth in Exhibit A attached hereto and incorporated herewith (collectively, the “Leases”); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under, and Assignee desires to assume from Assignor all of Assignor’s right, title and interest in and under the Leases.

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

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Contribution Agreement.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, effective as of the Effective Date, all of Assignor’s right, title and interest in, to and under the Leases.

3. Assumption of Obligations. Assignee hereby accepts the assignment from Assignor of the Leases, and Assignee assumes and agrees to pay, perform and/or discharge in accordance with their terms the Assumed Liabilities arising under or relating to the Leases. Other than as specifically set forth herein, Assignee assumes no debt, liability, or obligation of Assignor other than the Assumed Liabilities arising under or related to the Leases.

4. No Ratification, Extension or Renewal. This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Leases or any obligation thereunder that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Contribution Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Contribution Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Contribution Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignee and Assignor at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

12. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange

of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

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

ASSIGNOR:

[PORTAGE HEALTH , INC.]
[COPPER COUNTRY APOTHECARIES, INC.]
[PORTAGE HEALTH HOME SERVICES, INC.]
[PORTAGE HEALTH RESOURCES, INC.]

By: _____
Name: _____
Title: _____

ASSIGNEE:

PORTAGE HOLDING COMPANY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Leases

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

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “Assignment Agreement”) is entered this _____ day of _____, 2013, to be effective as of 12:01 a.m. Eastern Time on _____, 2013 (the “Effective Date”), by and between Portage Holding Company, LLC, a Delaware limited liability company (“Assignee”), and [Portage Health, Inc., a Michigan nonprofit corporation] [Copper Country Apothecaries, Inc., a Michigan corporation] [Portage Health Home Services, Inc., a Michigan nonprofit corporation] [Portage Health Resources, Inc., a Michigan nonprofit corporation] (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of August 2, 2013 (the “Contribution Agreement”), pursuant to which Assignee is acquiring substantially all of the assets of Assignor associated with or employed in the conduct of the Business (as defined in the Contribution Agreement), and will assume certain liabilities relating to the Business;

WHEREAS, Assignor is the tenant with respect to various leases for property located at the Facilities, as set forth in Exhibit A attached hereto and incorporated herewith (collectively, the “Leases”); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under, and Assignee desires to assume from Assignor all of Assignor’s right, title and interest in and under the Leases.

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

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Contribution Agreement.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, effective as of the Effective Date, all of Assignor’s right, title and interest in, to and under the Leases.

3. Assumption of Obligations. Assignee hereby accepts the assignment from Assignor of the Leases, and Assignee assumes and agrees to pay, perform and/or discharge in accordance with their terms the Assumed Liabilities arising under or relating to the Leases. Other than as specifically set forth herein, Assignee assumes no debt, liability, or obligation of Assignor other than the Assumed Liabilities arising under or related to the Leases.

4. No Ratification, Extension or Renewal. This Assignment Agreement is not intended to, and does not, in any way ratify, extend or renew any of the Leases or any obligation thereunder that has terminated or expired pursuant to its terms or otherwise.

5. **Further Assurances.** To the extent consistent with the terms and conditions of the Contribution Agreement, the parties hereby agree to take such additional actions and to execute, acknowledge and deliver any and all other acts, instruments or other documents as may reasonably be required to effect the intent and purposes of this Assignment Agreement and the transactions contemplated hereby and/or by the Contribution Agreement.

6. **Remedies.** The parties' remedies with respect to any claim arising from a breach of this Assignment Agreement shall be as set forth in the Contribution Agreement.

7. **Amendment and Modification; Waiver.** This Assignment Agreement may be amended, modified and supplemented by written instrument authorized and executed by Assignee and Assignor at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Assignment Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

8. **No Third-Party Beneficiaries.** This Assignment Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Assignment Agreement or any term, covenant or condition hereof.

9. **Governing Law.**

(a) This Assignment Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Assignment Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Assignment Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

10. **Severability.** In the event any provision of this Assignment Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Assignment Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. **Divisions and Headings.** The division of this Assignment Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Assignment Agreement.

12. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange

of copies of this Assignment Agreement and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Assignment Agreement as to the parties and may be used in lieu of the original Assignment Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for any purposes whatsoever.

[Signature page follows.]

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

ASSIGNOR:

[PORTAGE HEALTH , INC.]
[COPPER COUNTRY APOTHECARIES, INC.]
[PORTAGE HEALTH HOME SERVICES, INC.]
[PORTAGE HEALTH RESOURCES, INC.]

By: _____
Name: _____
Title: _____

ASSIGNEE:

PORTAGE HOLDING COMPANY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Leases

**FORM
OF
NON-COMPETE AGREEMENT**

THIS NON-COMPETE AGREEMENT (this “Agreement”) is made as of _____, 2013, effective as of the Effective Time, 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”), and Portage Health Resources, Inc., a Michigan nonprofit corporation (“PHR”) (Portage Health, CCA, PHH and PHR are referred to collectively as “Sellers”), Portage Health Foundation, Inc., a Michigan nonprofit corporation (the “Foundation”), 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, prior to the date hereof, Portage Health owned and operated 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 owned or leased and operated, the ancillary facilities set forth on Exhibit A attached to the Contribution Agreement (the “Ancillary Facilities” and, together with the Hospital and the Skilled Nursing Facility, the “Facilities”). The businesses conducted by Sellers at and from the Facilities are referred to as the “Business”;

WHEREAS, the Joint Venture, Sellers and LifePoint Sub are parties to that certain Contribution Agreement, dated as of August 2, 2013 (the “Contribution Agreement”), pursuant to which Sellers agreed to contribute, transfer, convey and deliver to the Joint Venture all of Sellers’ right, title and interest in and to the Assets; the Joint Venture agreed to assume the Assumed Liabilities; and LifePoint Sub agreed to contribute the Cash Contribution to the Joint Venture;

WHEREAS, the Sellers intend to contribute all or a portion of the proceeds received from the Joint Venture to the Foundation;

WHEREAS, pursuant to the Contribution Agreement, LifePoint Sub and the Joint Venture are entitled to protect and preserve the going concern value of the Business;

WHEREAS, LifePoint Sub and the Joint Venture have a legitimate business interest and right in protecting the Assets, and the goodwill associated therewith, as well as any similar assets that LifePoint Sub and the Joint Venture may develop or obtain following the date hereof; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligations of LifePoint Sub and the Joint Venture to consummate the transactions contemplated by the Contribution Agreement.

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

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Contribution Agreement.

2. Non-Competition. For a period commencing on the date hereof and ending five (5) years following the date hereof (the “Restricted Period”), Sellers and the Foundation agree that they shall not, whether directly or indirectly, alone or in association with others, in the capacity as a partner, stockholder, member or other equity owner, or through or in connection with any individual, partnership, corporation, trust, limited liability company or other entity, own, have any financial interest in, derive any fee from, lease, manage, finance, develop, or otherwise be engaged by or in connection with any business that offers services in competition with the Facilities, including but not limited to any hospital, surgery center, diagnostic imaging center, outpatient therapy center, clinic, ambulatory or other type of surgery center, nursing home, skilled nursing facility, home health agency, hospice, health insurance business or other current businesses of the Facilities (except for ownership of an interest in the Joint Venture and except for ownership of up to two percent (2%) of the stock in any publicly held corporation listed on a national securities exchange or whose stock is regularly traded in the over the counter market) that is located within any of the Michigan counties listed on Exhibit A (a “Competing Business”).

3. Confidential Information.

(a) Sellers hereby acknowledge that all Confidential Information will be the property of LifePoint Sub and the Joint Venture following the date hereof. For purposes of this Agreement, “Confidential Information” shall mean confidential information, knowledge and data that was contributed by Sellers as an Asset to the Joint Venture pursuant to the Contribution Agreement, including products, services, fees, pricing, designs, marketing plans, strategies, analyses, forecasts, formulas, drawings, photographs, reports, records, computer software, other operating systems, applications, program listings, flow charts, manuals, documentation, data, databases, specifications, technology, inventions, new developments and methods, improvements, techniques, trade secrets, devices, products, methods, know-how, processes, financial data, customer lists, contact persons, cost information, executive information, regulatory matters, personnel matters, accounting and business methods, trade secrets, and copyrightable works, in each case whether patentable or unpatentable and whether or not reduced to practice, and all similar and related information in whatever form; provided, however, that Confidential Information shall not include information (i) that is generally known to the public other than as a result of disclosure by Sellers in breach of this Agreement, (ii) is acquired by Sellers from a source other than LifePoint Sub or the Joint Venture who was not known by Sellers to owe a duty of confidentiality to LifePoint Sub or the Joint Venture, or (iii) was in the possession of Sellers prior to the disclosure thereof by LifePoint Sub or the Joint Venture or their representatives, but excluding confidential information that was contributed by Sellers as an Asset under the Contribution Agreement.

(b) Sellers acknowledge that the Confidential Information constitutes a valuable, special, and unique asset formerly used by Sellers and that such asset and the goodwill associated therewith was contributed by Sellers pursuant to the Contribution Agreement. Sellers further acknowledge that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to LifePoint Sub and the Joint Venture and their affiliates in maintaining their competitive position.

(c) Sellers will not, directly or indirectly, disclose or cause or permit to be disclosed, to any person or entity whatsoever, or utilize or cause or permit to be utilized, by any person or entity whatsoever, any Confidential Information (whether acquired prior to or subsequent to the execution of this Agreement) or otherwise; provided, however, that the foregoing shall not prevent Sellers from disclosing or utilizing such Confidential Information (i) in connection with exercising their rights and performing their obligations under the Contribution Agreement and each of the agreements contemplated

thereby, (ii) as required by law or by a governmental or regulatory body, in which event the Sellers shall use reasonable efforts to notify LifePoint Sub and the Joint Venture in advance of such disclosure, or (iii) to the extent necessary to defend or respond to any Excluded Liability.

(d) The covenants set forth in this Section 3 shall continue to be binding upon Sellers without any limitation as to time.

4. Interpretation.

(a) The covenants in Sections 2 and 3 hereof and the territorial, time and other limitations with respect thereto, are reasonable and necessary for the protection of the legitimate business interests of LifePoint Sub and the Joint Venture and are no greater than required for reasonable protection of LifePoint Sub and the Joint Venture and their ability to maintain the benefit of the goodwill contributed (directly or indirectly) through the contribution of the Assets. Sellers and the Foundation agree and acknowledge that the violation of the covenants or agreements in Section 2 or Section 3 would cause irreparable injury to LifePoint Sub and the Joint Venture and that the remedy at law for any violation or threatened violation thereof might not be adequate and that, in addition to whatever other remedies may be available at law or in equity, LifePoint Sub and the Joint Venture shall be entitled to temporary and permanent injunctive or other equitable relief, without being required to post a bond. The period of time during which Sellers and the Foundation are prohibited from engaging in certain activities pursuant to Sections 2 and 3 hereof shall be extended by any length of time during which they are in breach of such covenants.

(b) If a judicial determination is made that any of the provisions of this Agreement constitute an unreasonable or otherwise unenforceable restriction against Sellers or the Foundation either in whole or in part, the provisions of this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible by applicable law. If a judicial determination is made that the duration and/or scope (geographic or otherwise) of the provisions contained in Sections 2 and 3 are unreasonable, then, to the extent permitted by law, any judicial authority construing this Agreement may prescribe a duration and/or scope (geographic or otherwise) that is reasonable and judicially enforceable.

5. Representations and Warranties. Sellers and the Foundation each hereby represent and warrant that this Agreement constitutes the legal, valid and binding obligation of each of them, enforceable against them in accordance with its terms except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforceability of creditors' rights generally and by the availability of equitable remedies and defenses.

6. Amendment and Modification; Waiver. This Agreement may be amended, modified and supplemented by written instrument authorized and executed by LifePoint Sub, the Joint Venture, Sellers and the Foundation at any time with respect to any of the terms contained herein. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

7. 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.

the Foundation: Portage Health Foundation, Inc.

Attention: _____

with a copy to: _____

Fax No.:
Attention:

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 by giving at least thirty (30) days' notice to the other parties.

8. Choice of Law.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable Legal Requirements, the parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Agreement.

(b) Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts within the territorial jurisdiction of the United States District Court for Delaware or the Western District of Michigan, Northern Division, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of LifePoint Sub, the Joint Venture, Sellers and the Foundation. Sellers and the Foundation acknowledge and agree that all their covenants and obligations to LifePoint Sub and the Joint Venture, as well as the rights of LifePoint Sub and the Joint Venture under this Agreement, shall run in favor of and will be enforceable by LifePoint Sub and the Joint Venture, their affiliates and their successors and assigns.

10. 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. 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 or PDF shall be deemed to be their original signatures for any purposes whatsoever.

12. Attorneys' Fees. In the event a party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

[Signature pages follow.]

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

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: _____

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: _____

THE FOUNDATION:

PORTAGE HEALTH FOUNDATION, INC.,
a Michigan nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Michigan Counties

Houghton
Keweenaw
Ontonagan
Baraga

**FORM
OF
TRANSITION SERVICES AGREEMENT**

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made and entered into as of _____, 2013, to be effective _____, 2013 (the “Effective Date”), 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”), and Portage Holding Company, LLC, a Delaware limited liability company (for itself and its wholly owned subsidiaries, collectively the “Joint Venture”). Capitalized terms used but not otherwise defined herein shall have the same meanings herein as ascribed to such terms in the Contribution Agreement, dated as of August 2, 2013, as amended, by and among Sellers, LifePoint Holdings 2, LLC, a Delaware limited liability company (“LifePoint Sub”) and the Joint Venture, and joined for specified purposes by Portage Health Foundation, Inc., a Michigan nonprofit corporation, and LifePoint Hospitals, a Delaware corporation (the “Contribution Agreement”).

WITNESSETH:

WHEREAS, pursuant to the Contribution Agreement, the Joint Venture will acquire substantially all the assets, facilities and business of the Sellers and, through an affiliate of LifePoint Sub, will hire substantially all of the Sellers’ employees (the “Transferred Employees”);

WHEREAS, the Sellers will require the assistance of certain of the Transferred Employees and the use of certain of the assets and facilities included in the Assets to collect and realize upon the Excluded Assets and to pay and satisfy the Excluded Liabilities and to otherwise wind up their respective businesses; and

WHEREAS, it is a condition to the Sellers’ obligations to close the transaction provided for in the Contribution Agreement that the Sellers and the Joint Venture enter into this Agreement.

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

1. Support Services.

(a) Services. The Joint Venture shall provide, or cause one or more of its Affiliates to provide, to the Sellers the services set forth on Exhibit A hereto (the “Services”). For each Service, Schedule A sets forth, among other things, a description of the Service to be provided, the time period during which the Service will be provided, and any other terms applicable thereto. The Services will be provided by the same Transferred Employees (to the extent still employed by the Joint Venture) that provided such Service for the Sellers prior to the date hereof. In the event the burden of providing such Services becomes onerous or unreasonably interferes with the business or operation of the Joint Venture, the Joint Venture reserves the right to request payment from Sellers for the excess expense incurred by the Joint Venture in providing such Services. In the event the parties cannot agree on the terms of such request, then either (i) the Joint Venture shall have the right to cease providing such Services on twenty

(20) days' notice; or (ii) the Sellers shall have the right to terminate such Services on twenty (20) days' notice.

(b) Additional Services. In the event that the Sellers and the Joint Venture mutually determine that the Sellers require additional services historically provided to the Sellers by the Transferred Employees but not included among the Services set forth on Exhibit A, the Joint Venture and the Sellers may, upon mutual agreement, amend this Agreement to add such services to the Services on the terms and conditions set forth in this Agreement.

(c) Services from Others. Nothing in this Agreement shall preclude Sellers from obtaining, in whole or in part, Services of any nature that may be obtainable from the Joint Venture or its Affiliates, from its own employees or from providers other than the Joint Venture and its Affiliates (each, an "Alternative Service Provider"). In the event that the Sellers obtain any Service, in whole or in part, from an Alternative Service Provider, the Sellers shall provide at least twenty (20) days' prior written notice to the Joint Venture that such Service is no longer required to be provided by the Joint Venture.

2. Compensation; Payment.

(a) Fees. As consideration for the Services, the Sellers shall pay to the Joint Venture for each Service the amounts provided for in Exhibit A, which shall not exceed the Joint Venture's direct cost of providing such Services.

(b) Payment Terms. The Joint Venture shall present the Sellers with monthly invoices for the Services it provides. The format of such invoices shall include, without limitation, a brief description of the applicable Service, the billing period, applicable fees, and such other information as Sellers may reasonably request to verify the amount and allocation of costs for the Services. The Sellers shall pay the undisputed amount of the monthly invoiced amount within thirty (30) days after the date the monthly invoice was received. If Sellers in good faith dispute any portion of the amount due on any invoice, Sellers shall notify the Joint Venture in writing of the nature and basis of the dispute as soon as commercially reasonably possible, but in all events prior to fifteen (15) days after the monthly invoice was received.

3. Term; Termination.

(a) Term. Subject to the further provisions of this Section 3, the term of this Agreement (the "Term") shall commence upon the date of this Agreement and continue until the expiration of all periods specified for the Services in Exhibit A hereto. The term of any specific Service identified in Exhibit A hereto may be extended for such time and on such terms as agreed to by all parties.

(b) Termination. Notwithstanding anything to the contrary contained herein or in Exhibit A hereto, the Sellers may terminate any individual Service on a Service-by-Service basis upon notice to the Joint Venture; provided that the Sellers shall notify the Joint Venture in writing at least twenty (20) days prior to terminating any individual Service.

4. Books and Records.

(a) Availability to Secretary and Others. If required by applicable law, the parties agree that until the expiration of four (4) years after the furnishing of services under this Agreement, each party will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and

services provided under this Agreement. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision.

(b) Right to Inspect. Each party shall have the right, at its expense, during normal business hours and with reasonable advance notice, to review and photocopy the other party's books and records that pertain directly to the accounts of such party, the fees payable to such party under this Agreement or the services provided by such party hereunder.

5. Force Majeure. Neither party shall be responsible for performance of any of its obligations to the extent that it is delayed or hindered by warfare, riot, strike, lockout, boycott, act of God, natural calamity or any other cause beyond its reasonable control which cannot be overcome by reasonable diligence.

6. Compliance with Laws. Each party shall perform its services, duties and obligations hereunder in material compliance with all applicable federal, state and local laws, ordinances and regulations.

7. 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.

8. Assignment. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or the Joint Venture (by operation of law or otherwise) without the prior written consent of the other party hereto, which such consent shall not be unreasonably withheld, and any attempted assignment without the required consents shall be void; provided, however, that the Joint Venture may assign its rights hereunder to an entity wholly owned by it that also assumes all of the Joint Venture's obligations hereunder (but such assumption shall not relieve the Joint Venture of its obligations hereunder), without the consent of Sellers.

9. Notices. 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.

10. 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. Independent Contractor. Each party shall perform its services, duties and obligations hereunder for the other party in the capacity of an independent contractor and not as an employee of such party. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between any of the parties hereto. Personnel of Sellers, whether or not located on the Joint Venture's premises, are not the Joint Venture's employees or agents and shall not hold themselves out as such, and Sellers assume full responsibility for its acts and for compliance with any applicable employment and tax laws with respect to such employees. Likewise, personnel of or supplied by the Joint Venture hereunder, whether or not located on Sellers' premises, are not Sellers' employees or agents and shall not hold themselves out as such, and the Joint Venture assumes full responsibility for its acts and for compliance with any applicable employment and tax laws with respect to such employees.

12. Waiver. Failure by either party at any time to exercise any right or remedy granted herein or established by law shall not be deemed to operate as a waiver of its right to exercise such right or remedy at any other future time.

13. Entire Agreement/Amendment. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between 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.

14. 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective officers as of the date 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: _____

JOINT VENTURE:

PORTAGE HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Services

[To be provided.]

**FORM
OF
PUT AGREEMENT**

THIS PUT AGREEMENT (this “**Agreement**”) is entered into as of _____, 2013, by and between LifePoint Holdings 2, LLC, a Delaware limited liability company (“**LifePoint Sub**”), and Portage Health, Inc., a Michigan nonprofit corporation (“**Portage**”).

WITNESSETH:

WHEREAS, LifePoint Sub and Portage have entered into an Amended and Restated Limited Liability Company Agreement, dated as of the date hereof (the “**LLC Agreement**”), setting forth their respective rights and obligations with respect to the governance and operation of Portage Holding Company, LLC, a Delaware limited liability company (the “**Company**”).

WHEREAS, the Company was formed for purposes of acquiring and operating, directly or indirectly, Portage Health Hospital, a 36-bed acute care medical surgical hospital and a 60-bed skilled nursing facility both located in Hancock, Michigan, together with the businesses ancillary thereto.

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

1. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the LLC Agreement.

2. Put.

(a) LifePoint Sub hereby grants Portage the right (the “**Primary Put Option**”) during the Primary Option Period (as hereinafter defined), to require LifePoint Sub to purchase on the Purchase Date (as hereinafter defined), all, but not less than all, of the Units in the Company held by Portage and its Affiliates in exchange for payment of the Put Purchase Price (as hereinafter defined). The Primary Put Option shall be exercisable by Portage any time following the first anniversary of the date hereof. (the “**Primary Option Period**”).

(b) LifePoint Sub also hereby grants Portage the right (the “**Standards Put Option**”) and, together with the Primary Put Option, the “**Put Option**”) upon the occurrence of a Standards Put Event (as hereinafter defined) during the Standards Option Period (as hereinafter defined), to require LifePoint Sub to purchase on the Purchase Date, all, but not less than all, of the Units in the Company held by Portage and its Affiliates in exchange for payment of the Put Purchase Price. A “**Standards Put Event**” shall mean the occurrence of events pursuant to Section 3.3(c) of the LLC Agreement resulting in Portage having the option to sell all of its Units to LifePoint Sub. The Standards Put Option shall be exercisable by Portage within thirty (30) days following the occurrence of a Standards Put Event (the “**Standards Option Period**”) and, together with the Primary Option Period, the “**Option Period**”).

3. Exercise of Put Option. In the event that Portage desires to exercise a Put Option, Portage shall give written notice (the “**Exercise Notice**”) to LifePoint Sub and the Company within the Option Period. If Portage fails to provide an Exercise Notice within the Option Period, Portage shall be deemed to have waived such Put Option with respect to the event giving rise to the Option Period.

4. Determination of Put Purchase Price. In the event that Portage exercises a Put Option in accordance with the terms hereof, the purchase price to be paid by LifePoint Sub to Portage (the “**Put Purchase Price**”) shall equal the product determined by multiplying the Appraised Value times Portage’s Sharing Percentage. “**Appraised Value**” shall mean the fair market value of the Company as determined by the Appraiser (as hereinafter defined). The Appraised Value shall be expressed as a single value rather than a range of values and shall be determined without applying any discount for illiquidity, restrictions on transfer, minority interest or lack of control. The Appraiser shall be directed to determine the Appraised Value as soon as practicable, but in no event later than sixty (60) days from the date of its selection. The determination of the Appraised Value by the Appraiser will be conclusive and binding on all parties.

5. Selection of Appraiser. The Company shall use commercially reasonable efforts to engage the Appraiser within thirty (30) days following the delivery of the Exercise Notice and the cost of engaging the Appraiser shall be borne by the Company. “**Appraiser**” shall mean (a) BDO, USA, LLP, or (b) in the event BDO, USA, LLP is no longer in existence or no longer performing valuation functions or is providing, or has during the one (1) year period prior to such selection, provided services to LifePoint Sub, Portage or their respective Affiliates, such other independent nationally recognized valuation firm, investment bank or accounting firm selected by LifePoint Sub and acceptable to Portage. If Portage and LifePoint Sub cannot agree on an Appraiser within thirty (30) days following receipt of the Exercise Notice, then, LifePoint Sub, on the one hand, and Portage, on the other hand, shall each select an appraiser within an additional fifteen (15) days. The two appraisers shall select within an additional fifteen (15) days the Appraiser; provided that, without the prior written consent of LifePoint Sub and Portage, neither such Appraiser nor any of its affiliates is providing, or has during the one (1) year period prior to such selection, provided services to LifePoint Sub, Portage or their respective Affiliates.

6. Put Closing. In the event that Portage exercises a Put Option in accordance with the terms hereof, the consummation of the purchase and sale of all of the Units owned by Portage and its Affiliates (the “**Put Closing**”) shall take place on a mutually acceptable date and time (the “**Purchase Date**”); provided that such date shall not be later than ninety (90) days following the date on which the Appraised Value and resulting Put Purchase Price are determined. At the Put Closing, LifePoint Sub shall pay the Put Purchase Price in immediately available funds to an account designated by Portage, and Portage shall not be entitled to any other consideration in connection with its ownership or sale of the Units. At the Put Closing, Portage and its Affiliates and LifePoint Sub and its Affiliates shall execute such documents as may be requested by LifePoint Sub or Portage in order to effectuate the sale of all of the Units owned by Portage and its Affiliates to LifePoint Sub free and clear of all claims, liabilities, options, pledges or other encumbrances of any kind (other than those arising pursuant to the LLC Agreement and applicable law).

7. Further Assurances. In the event that Portage exercises a Put Option in accordance with the terms of this Agreement, each party shall execute and deliver all such further documents and instruments and take all such further actions as may be necessary in order to consummate the transactions contemplated hereby.

8. Notices. 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 to those set forth on Schedule 1.

9. Attorneys’ Fees. In the event a party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to

recover such legal expenses, including reasonable attorneys' fees, costs and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

10. Choice of Law.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable law, 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. Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third party beneficiary rights.

12. Entire Agreement. This Agreement and all Schedules and Exhibits attached hereto, together with the LLC Agreement, constitute the entire agreement and understanding of whatsoever kind or nature existing between or among the parties respecting the subject matter contained herein at the time of the execution and delivery hereof, and no party shall be entitled to benefits other than those specified herein. No oral statements or representations not specifically incorporated herein shall be of any force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall 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 or PDF shall be deemed to be their original signatures for any purposes whatsoever.

13. Waiver. The failure by any party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of the parties of any right or remedy at law or in equity or otherwise.

14. Divisions and Headings. The divisions 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

PORTAGE HEALTH, INC.

By: _____
Name: _____
Title: _____

LIFEPOINT HOLDINGS 2, LLC

By: _____
Name: _____
Title: _____

SCHEDULE 1

Notice Information

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

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

If to LifePoint Sub: LifePoint Holdings 2, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Attention: President
Fax No.: (615) 372-8572

With a copy to: LifePoint Holdings 2, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Attention: General Counsel
Fax No.: (615) 372-8572

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: W. Kenneth Marlow, Esq.
Fax No.: (615) 244-6804

**FORM
OF
CALL AGREEMENT**

THIS CALL AGREEMENT (this “**Agreement**”) is entered into as of _____, 2013, by and between LifePoint Holdings 2, LLC, a Delaware limited liability company (“**LifePoint Sub**”), and Portage Health, Inc., a Michigan nonprofit corporation (“**Portage**”).

WITNESSETH:

WHEREAS, LifePoint Sub and Portage have entered into an Amended and Restated Limited Liability Company Agreement, dated as of the date hereof (the “**LLC Agreement**”) setting forth their respective rights and obligations with respect to the governance and operation of Portage Holding Company, LLC, a Delaware limited liability company (the “**Company**”).

WHEREAS, the Company was formed for purposes of acquiring and operating, directly or indirectly, Portage Health Hospital, a 36-bed acute care medical surgical hospital and a 60 bed skilled nursing facility both located in Hancock, Michigan, together with the businesses ancillary thereto.

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

1. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the LLC Agreement.

2. Call. Portage hereby grants LifePoint Sub the right (the “**Call Option**”) during the Option Period (as hereinafter defined) to require Portage to sell to LifePoint Sub on the Purchase Date (as hereinafter defined), all, but not less than all, of the Units in the Company held by Portage and its Affiliates in exchange for payment of the Call Purchase Price (as hereinafter defined). The option period shall be at any time during those period(s) of time in which the Sharing Percentage of Portage and its Affiliates is less than ten percent (10%) (the “**Option Period**”), provided that LifePoint Sub may not exercise the Call Option during the first sixty (60) day period following the decrease in Portage’s Sharing Percentage below ten percent (10%), and provided further that during such sixty (60) day period, Portage and its Affiliates shall have the right to restore its Sharing Percentage to ten percent (10%) by making the applicable Capital Contribution.

3. Exercise of Call Option. In the event that LifePoint Sub desires to exercise the Call Option, LifePoint Sub shall give written notice (the “**Exercise Notice**”) to Portage and the Company within the Option Period. If LifePoint Sub fails to provide an Exercise Notice prior to the expiration of the Option Period, LifePoint Sub shall be deemed to have waived the Call Option with respect to the event giving rise to the Option Period.

4. Determination of Call Purchase Price. In the event that LifePoint Sub exercises its Call Option in accordance with the terms hereof, the purchase price to be paid by LifePoint Sub to Portage (the “**Call Purchase Price**”) shall equal the product determined by multiplying the Appraised Value times Portage’s Sharing Percentage. “**Appraised Value**” shall mean the fair market value of the Company as determined by the Appraiser (as hereinafter defined). The Appraised Value shall be expressed as a single value rather than a range of values and shall be determined without applying any discount for illiquidity,

restrictions on transfer, minority interest or lack of control. The Appraiser shall be directed to determine the Appraised Value as soon as practicable, but in no event later than sixty (60) days from the date of its selection. The determination of the Appraised Value by the Appraiser will be conclusive and binding on all parties.

5. Selection of Appraiser. The Company shall use commercially reasonable efforts to engage the Appraiser within thirty (30) days following the delivery of the Exercise Notice and the cost of engaging the Appraiser shall be borne by the Company. “**Appraiser**” shall mean (a) BDO, USA, LLP, or, (b) in the event BDO, USA, LLP is no longer in existence or no longer performing valuation functions or is providing, or has during the one (1) year period prior to such selection, provided services to LifePoint Sub, Portage or their respective Affiliates, such other independent nationally recognized valuation firm, investment bank or accounting firm selected by LifePoint Sub and acceptable to Portage. If Portage and LifePoint Sub cannot agree on an Appraiser within thirty (30) days following receipt of the Exercise Notice, then, LifePoint Sub, on the one hand, and Portage, on the other hand, shall each select an appraiser within an additional fifteen (15) days. The two appraisers shall select within an additional fifteen (15) days the Appraiser; provided that, without the prior written consent of LifePoint Sub and Portage, neither such Appraiser nor any of its affiliates is providing, or has during the one (1) year period prior to such selection, provided services to LifePoint Sub, Portage or their respective Affiliates.

6. Call Closing. In the event that LifePoint Sub exercises its Call Option in accordance with the terms hereof, the consummation of the purchase and sale of all of the Units owned by Portage and its Affiliates (the “**Call Closing**”) shall take place on a mutually acceptable date and time (the “**Purchase Date**”); provided that such date shall not be later than ninety (90) days following the date on which the Appraised Value and resulting Call Purchase Price are determined. At the Call Closing, LifePoint Sub shall pay the Call Purchase Price in immediately available funds to an account designated by Portage, and Portage shall not be entitled to any other consideration in connection with its ownership or sale of the Units. At the Call Closing, Portage and its Affiliates and LifePoint Sub and its Affiliates shall execute such documents as may be requested by LifePoint Sub or Portage in order to effectuate the sale of all of the Units owned by Portage and its Affiliates to LifePoint Sub free and clear of all claims, liabilities, options, pledges or other encumbrances of any kind (other than those arising pursuant to the LLC Agreement and applicable law).

7. Further Assurances. In the event that LifePoint Sub exercises its Call Option in accordance with the terms of this Agreement, each party shall execute and deliver all such further documents and instruments and take all such further actions as may be necessary in order to consummate the transactions contemplated hereby.

8. Notices. 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 to those set forth on Schedule 1.

9. Attorneys’ Fees. In the event a party elects to incur legal expenses to enforce, defend or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including reasonable attorneys’ fees, costs and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

10. Choice of Law.

(a) This Agreement and the parties' respective rights hereunder shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of laws principles that would obtain a different result. To the full extent permitted by applicable law 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. Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. This Agreement is intended solely for the benefit of the parties hereto and is not intended to, and shall not, create any enforceable third party beneficiary rights.

12. Entire Agreement. This Agreement and all Schedules and Exhibits attached hereto, together with the LLC Agreement, constitute the entire agreement and understanding of whatsoever kind or nature existing between or among the parties respecting the subject matter contained herein at the time of the execution and delivery hereof, and no party shall be entitled to benefits other than those specified herein. No oral statements or representations not specifically incorporated herein shall be of any force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall 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 or PDF shall be deemed to be their original signatures for any purposes whatsoever.

13. Waiver. The failure by any party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of the parties of any right or remedy at law or in equity or otherwise.

14. Divisions and Headings. The divisions 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

PORTAGE HEALTH, INC.

By: _____
Name: _____
Title: _____

LIFEPOINT HOLDINGS 2, LLC

By: _____
Name: _____
Title: _____

SCHEDULE 1

Notice Information

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

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

If to LifePoint Sub: LifePoint Holdings 2, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Attention: President
Fax No.: (615) 372-8572

With a copy to: LifePoint Holdings 2, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 37027
Attention: General Counsel
Fax No.: (615) 372-8572

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: W. Kenneth Marlow, Esq.
Fax No.: (615) 244-6804

**FORM
OF
CERTIFICATE OF NON-FOREIGN STATUS**

TO: [buyer] _____, a _____

FROM: [seller] _____, a _____

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. Tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ corporation (“_____”) the undersigned hereby certifies the following on behalf of _____:

1. _____ is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. _____ is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii).
3. _____’s U.S. employee identification number is _____
4. _____’s office address is _____

_____ understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of _____.

By: _____
Name: _____
Title: _____

**FORM
OF
ESTOPPEL CERTIFICATE AND CONSENT**

TO: _____ (“Lessor”)

RE: Lease Agreement (the “Lease”) with Portage Health, Inc. (“Lessee”)

The undersigned Lessor understands that Lessee intends to contribute substantially all of its assets to Portage Holding Company, LLC (“Successor”). With respect to the above-referenced Lease, the undersigned hereby certifies to Successor the following information as true and correct.

1. The Lease is in full force and effect and has not been modified or amended, except for _____.
2. Except for _____, Lessee has asserted no claim against Lessor for breach or default under the Lease.
3. All rent due and payable under the Lease has been paid to the end of the current calendar month, which is _____ for such month, and no rent under the Lease has been paid more than one month in advance of its due date.
4. The premises leased to Lessee are known as suite _____ in that building located at _____ [Insert street address of building] (the “Premises”).
5. The date of the original Lease is _____.
6. Annual base rent under the Lease is _____ per year.
7. The stated expiration date of the term of the Lease is _____.
8. Lessor is holding a security deposit of _____ in connection with the Lease.
9. To Lessor’s knowledge, Lessee is not in default under the Lease nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Lessee.
10. Lessor has not filed, and is not the subject of any filing, for bankruptcy or reorganization under federal bankruptcy laws.
11. Lessor is providing no free rent or other concessions or inducements to Lessee not expressly set forth in the Lease.

12. Lessor consents to the contribution, transfer, assignment and/or conveyance by Lessee of its interest in the Lease to Successor.

13. The undersigned acknowledges that the representations, warranties and statements contained herein are made to Successor with the intent that Successor, and its agents and representatives, may rely hereon as a material inducement to proceeding with the acquisition of substantially all of the assets of Lessee.

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

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

Dated this the ____ day of _____, 2013.

LESSOR

By: _____
Name: _____
Title: _____

**FORM
OF
JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (this “**Joinder**”) is entered into as of _____, 2013, by and between Portage Health Foundation, Inc., a Michigan nonprofit corporation (the “**Foundation**”), LifePoint Holdings 2, LLC, a Delaware limited liability company (“**LifePoint Sub**”), and Portage Holding Company, LLC, a Delaware limited liability company (the “**Joint Venture**”).

WHEREAS, 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, a Michigan nonprofit corporation (“**PHR**”) (Portage Health, CCA, PHH, PHR are referred to collectively as “**Sellers**”), LifePoint Sub, and the Joint Venture entered into that certain Contribution Agreement dated as of August 2, 2013 (the “**Agreement**”);

WHEREAS, the execution and delivery of this Joinder by the Foundation is a condition precedent to the obligations of the Joint Venture to consummate the transactions contemplated within the Agreement; and

WHEREAS, the execution and delivery of this Joinder by the Joint Venture is a condition precedent to the obligations of Sellers to consummate the transactions contemplated within the Agreement.

Accordingly, by execution of this Joinder, the Foundation hereby agrees to assure the obligations of Sellers pursuant to the provisions of Section 9.15, Article 10 and Section 11.5 of the Agreement and the Joint Venture and LifePoint Sub hereby grant the Foundation authority to enforce any provision of the Agreement. Except as expressly modified herein, the terms and conditions of the Agreement continue unchanged.

[Signature page follows.]

IN WITNESS WHEREOF, this Joinder has been executed and delivered as of the day and year written above.

PORTAGE HEALTH FOUNDATION, INC.,
a Michigan nonprofit corporation

By: _____
Name: _____
Title: _____

PORTAGE HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LIFEPOINT HOLDINGS 2, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

**FORM
OF
LIMITED POWER OF ATTORNEY
FOR USE OF DEA REGISTRATION NUMBER,
AND DEA ORDER FORMS**

Portage Health, Inc., d/b/a Portage Health Hospital, a 36-bed acute care medical surgical hospital located at 500 Campus Drive, Hancock, Michigan 49930 (“**Portage**” or “**Operator**”), is licensed to operate a pharmacy under the laws of the State of Michigan under License Number **5301002272** and is authorized under DEA registration number **AS2735631** to sign the current applications for registration and licensure as the registrant under the Controlled Substances Act of the United States.

The Operator has made, constituted, and appointed, and hereby makes, constitutes and appoints Portage Holding Company, LLC (“**Agent**”), as the Operator’s agent and true and lawful attorney-in-fact for the purposes of utilizing Operator’s DEA registration to continue pharmacy operations and carry out controlled substance activities of the pharmacy located at 500 Campus Drive, Hancock, Michigan (the “**Pharmacy**”). Agent may act in this capacity until such time as Agent or its designee obtains a new DEA registration but in no event shall this Limited Power of Attorney continue more than forty-five (45) calendar days after the effective date of the transaction, unless, despite Agent’s good faith efforts, the issuance of a new DEA registration for the Pharmacy is delayed by the applicable governmental agency. The Operator further grants this Limited Power of Attorney to Agent to act as the true and lawful agent and attorney-in-fact of the Operator, and to act in the name, place, and stead of the Operator, to execute applications for books of official order forms, to sign such order forms in requisition for controlled substances, in accordance with Section 308 of the Controlled Substances Act (21 U.S.C. 828) and part 1305 of Title 21 of the Code of Federal Regulations.

The Operator recognizes that it remains legally responsible for the DEA registration issued to it, during the period in which this Limited Power of Attorney is in effect. Therefore, the Operator grants this Limited Power of Attorney based upon the following covenants and warranties of Agent: (a) Agent shall follow and abide by and comply with all federal and state laws governing the regulation of controlled substances and pharmacy practice at all times while utilizing this limited power of attorney and shall indemnify and hold the Operator harmless from and against any claims arising out of the Agent’s failure to do so and (b) Agent, or its designee, shall make application for and pursue its own pharmacy licenses and DEA and other registrations which are required for the distribution of pharmaceuticals, including but not limited to controlled substances, at the Pharmacy, in accordance with applicable law and as soon as practicable.

This Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, Operator and Agent have executed this Limited Power of Attorney For Use of DEA Registration Number and DEA Order Forms as of the ____ day of _____, 2013, to be effective as of 12:01 a.m. Eastern Time on the ____ day of _____, 2013.

OPERATOR:

AGENT:

PORTAGE HEALTH, INC.

PORTAGE HOLDING COMPANY, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESSES:

WITNESSES:

1. _____

1. _____

2. _____

2. _____

**FORM
OF
CASH MANAGEMENT AND REVOLVING CREDIT LOAN AGREEMENT**

THIS CASH MANAGEMENT AND REVOLVING CREDIT LOAN AGREEMENT (this “Agreement”), made and entered into as of _____, 2013 (the “Effective Date”), is by and among Portage Holding Company, LLC, a Delaware limited liability company (“Parent Company”), Portage Hospital, LLC, a Michigan limited liability company (“Hospital Subsidiary”), Portage Physician Practices, Inc., a Michigan not for profit corporation (“Physician Subsidiary” and, together with Parent Company and Hospital Subsidiary, the “Depositor”), and LifePoint Hospitals, Inc., a Delaware corporation (“LifePoint”).

WITNESSETH:

WHEREAS, Hospital Subsidiary and Physician Subsidiary are wholly owned subsidiaries of Parent Company;

WHEREAS, Depositor 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 businesses ancillary thereto (collectively, the “Business”); and

WHEREAS, in exchange for Depositor’s participation in LifePoint’s Cash Management System, LifePoint is provide a working capital credit facility to Depositor for purposes of operating the Business.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Depositor and LifePoint agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

“Agreement” means this Cash Management and Revolving Credit Loan Agreement, as amended, supplemented or modified from time to time.

“Applicable Rate” shall mean the weighted average cost of funds under all current LifePoint credit facilities, which shall be subject to modification as a result of amendments or modifications in the financing arrangements between LifePoint and its financing sources. The weighted average cost of funds shall be delivered by LifePoint to the Governing Board on a quarterly basis.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in Tennessee are authorized or required to close pursuant to the laws of the State of Tennessee.

“Cash Management System” means the daily accounts of the Depositor maintained with LifePoint at such banks as LifePoint may from time to time select.

“Default” means any of the events specified in Section 6.01, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other conditions, has been satisfied.

“Event of Default” means any of the events specified in Section 6.01, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Head Office” means the principal office of LifePoint at 103 Powell Court, Brentwood, Tennessee 37027.

“Loan(s)” means the Revolving Credit Loans.

“Loan Documents” means this Agreement and the Revolving Credit Note, as such may be amended or modified from time to time.

“Notes” means the Revolving Credit Note.

“Termination Date” means the earliest to occur of (i) the date that LifePoint, or an entity controlled by LifePoint or its affiliates, ceases to be a member of Parent Company or (ii) the tenth (10th) day after LifePoint makes demand on Depositor following an Event of Default or (iii) upon prepayment in full of all amounts owing on the Loan, together with notice from the Parent Company that it is terminating the Loan and LifePoint’s commitment hereunder.

Other terms have the meanings ascribed to such terms within this Agreement.

ARTICLE II

AMOUNT AND TERMS OF THE REVOLVING CREDIT LOANS

Section 2.01. Revolving Credit. On the terms and conditions hereinafter set forth, LifePoint shall make loans for application to the working capital of the Business (the “Revolving Credit Loans”) to the Depositor from time to time during the period from the date of this Agreement up to but not including the Termination Date in an aggregate amount not to exceed at any time outstanding [____ Million Dollars (\$____)] (the “Revolving Credit Amount”). Within the limits of the Revolving Credit Amount, the Depositor may borrow, prepay pursuant to Section 2.05 and reborrow pursuant to this Section 2.01.

Section 2.02. Notice and Manner of Borrowing. Revolving Credit Loans shall be made by means of checks written by the Depositor against the Cash Management System, by intercompany charge for amounts payable to LifePoint or its affiliates by Depositor pursuant to the Management Agreement of Parent Company, dated _____, 2013 (the “Management Agreement”), and such other contractual arrangements as approved from time to time between LifePoint or its affiliates and Depositor, provided that the aggregate amount outstanding shall not exceed the Revolving Credit Amount at any time. All draws made by the Depositor on any one day shall be deemed to constitute a single Revolving Credit Loan made on such day in the aggregate amount of such draws.

Section 2.03. Interest. The Depositor shall pay interest to LifePoint on the average outstanding and unpaid principal amount (determined as of each month-end for such month by aggregating the balance at the end of the preceding month with the balance at the end of the applicable month and dividing by two) of the Revolving Credit Loans made pursuant to this Agreement at the

incremental interest rate on borrowings by LifePoint (the “Incremental Borrowing Rate”) as established from time to time, compounded monthly, based on the following formula: (Applicable Rate on the last day of the preceding month + the Applicable Rate on the last day of the current month)/2. Interest shall be calculated on the basis of a year of 360 days for the actual number of days elapsed. LifePoint shall provide Parent Company with documentation concerning the calculation of the Incremental Borrowing Rate, including the outstanding and unpaid principal amounts and the Applicable Rate used in the calculation thereof. Interest not paid shall accrue and be treated as a draw hereunder. After the occurrences and continuation of an Event of Default, interest shall accrue at the Default Rate (as set forth in the Revolving Credit Note).

Section 2.04. Revolving Credit Note. All Revolving Credit Loans made by LifePoint pursuant to this Agreement shall be evidenced by, and repaid with interest in accordance with, a single promissory note of the Depositor in the form of Exhibit 2.04 dated the Effective Date (the “Revolving Credit Note”).

Section 2.05. Prepayments. The Depositor may prepay the Revolving Credit Note at any time in whole or in part with accrued interest to the date of such prepayment on the amount prepaid.

Section 2.06. Method of Payment. The Depositor shall make each payment pursuant to this Agreement and pursuant to the Revolving Credit Note not later than 5:00 p.m. Central Time on the date when due in lawful money of the United States to LifePoint at the Head Office in immediately available funds. The Depositor hereby authorizes LifePoint to charge from time to time against any account of the Depositor with the Cash Management System any amount so due. Whenever any payment to be made pursuant to this Agreement or pursuant to the Revolving Credit Note shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the payment of interest. All payments shall be applied first to unpaid interest and then to principal.

Section 2.07. Use of the Proceeds. The Depositor will not, directly or indirectly, use any part of such proceeds for the purpose of purchasing or carrying any margin stock of the Federal Reserve System or to extend credit to any Person for the purpose of purchasing or carrying any such margin stock.

ARTICLE III

CASH MANAGEMENT SYSTEM

Section 3.01. Participation in Cash Management System. Until the Termination Date, Depositor shall deposit its cash receipts and any other available cash by wire transfer of funds at the close of business each day in an account within the Cash Management System designated from time to time by LifePoint. It is anticipated that initially LifePoint will commingle the cash receipts and other available cash of Depositor with other accounts. LifePoint reserves the right to establish and maintain a separate bank account for Depositor. The Depositor may draw from the account by means of checks written by the Depositor against the Cash Management system or by intercompany charge. Depositor shall also take such further actions and institute such other procedures as LifePoint from time to time may reasonably request to enable the Depositor to participate in the Cash Management System to the same extent as though Depositor were a wholly-owned subsidiary of LifePoint.

Section 3.02. Interest. All funds deposited by or on behalf of the Depositor in its account with the Cash Management System first shall be applied automatically first to unpaid interest and then to outstanding principal of the Revolving Credit Loans. Once the Revolving Credit Loans have been reduced to zero, all balances of Depositor in any account in the Cash Management System shall earn

interest at the rate on which LifePoint earns interest on its deposit accounts. The amount of interest paid to Depositor shall be based on the following formula: $(\text{Amount of funds on deposit on the last day of the preceding month} + \text{Amount of funds on deposit on the last day of the current month})/2$, multiplied by $(\text{LifePoint's earned interest rate on the last day of the preceding month} + \text{LifePoint's earned interest rate on the last day of the current month})/2$. LifePoint shall provide documentation with respect to the calculation of the interest earned on deposits, including the amount of funds on deposit and the earned interest rates. Interest shall be calculated on the basis of a year of 360 days for the actual number of days elapsed. All draws and deposits will be reviewed quarterly.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01. Conditions Precedent to All Loans. The obligation of LifePoint to make each Loan (including the initial Revolving Credit Loan) shall be subject to the following conditions precedent that on the date of such Loan:

- (1) The Note shall have been executed by the Depositor and delivered to LifePoint;
- (2) Each of Parent Company, Hospital Subsidiary and Physician Subsidiary shall remain a limited liability company or not for profit corporation, as applicable, duly organized, validly existing and in good standing pursuant to the laws of the State of Delaware or Michigan, as applicable, and all of the Depositor's other representations and warranties set forth in Article V hereof shall be true and correct as if made on the date of each Loan;
- (3) No Event of Default shall have occurred; and
- (4) LifePoint shall have received such other approvals, opinions or documents as LifePoint may reasonably request.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. Organization, Etc. of Depositor. Each of Parent Company, Hospital Subsidiary and Physician Subsidiary is a limited liability company or not for profit corporation, as applicable, validly existing and in good standing pursuant to the laws of the State of Delaware or Michigan, as applicable, has full power to own, lease and operate its properties and assets and to carry on its business as now being conducted.

Section 5.02. Power and Authority. The execution and delivery of this Agreement and the Loan Documents and the performance of the terms hereof and thereof by each of Parent Company, Hospital Subsidiary and Physician Subsidiary have been duly authorized by all necessary limited liability company or not for profit corporation action, as applicable.

Section 5.03. Legally Enforceable Agreement. This Agreement is, and each of the other Loan Documents when executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of each of Parent Company, Hospital Subsidiary and Physician Subsidiary, enforceable against such entities in accordance with their respective terms except as enforceability may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally and general principles of equity.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. If any of the following events (“Events of Default”) shall occur:

(1) The Depositor should fail to pay the principal of, or interest on, the Notes when due and payable, which failure shall continue for more than fifteen (15) days;

(2) Any representation or warranty made by the Depositor in this Agreement or which is contained in any certificate, document, opinion or financial or other statement furnished at any time pursuant to or in connection with any Loan Document shall prove to have been incorrect in any material respect on or as of the date made;

(3) The Depositor shall fail to perform or observe any term, covenant or agreement contained in any Loan Document (other than the Notes) to which it is a party on its part to be performed or observed, which failure shall continue for more than thirty (30) days;

(4) The Depositor shall (a) fail to pay any indebtedness for borrowed money (other than the Notes) of the Depositor, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), or (b) fail to perform or observe any other term, covenant or condition on its part to be performed or observed pursuant to any agreement or instrument relating to any such indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration after the giving of notice or passage of time, or both, of the maturity of such indebtedness, or any such indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof;

(5) The Depositor (a) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as such debts become due; or (b) shall make an assignment for the benefit of creditors, petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets; or (c) shall commence any proceeding pursuant to any bankruptcy, reorganization, arrangements, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (d) shall have any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or adjudication or appointment is made and which remains undismissed for a period of sixty (60) days or more; or (e) by an act or omission shall indicate its consent to, approval of, or acquiescence in any such petition, application, or proceeding, or order for relief, or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties; or (f) shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more; or

(6) One or more judgments, decrees or orders for the payment of money in excess of \$100,000 in the aggregate shall be rendered against Depositor or any of its respective subsidiaries and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of ninety (90) consecutive days without being vacated, discharged, satisfied or stayed or bonded pending appeal;

then, and in any such event, LifePoint may, by notice to the Parent Company, (A) declare its obligation to make Loans to be terminated, whereupon the same shall forthwith terminate; and (B) declare the Notes, all interest thereon, and all other amounts payable pursuant to this Agreement to be forthwith due and payable, whereupon the Notes, all such interest and all such amounts shall become and be forthwith due

and payable, without presentment, demand, protest, of further notice of any kind, all of which are hereby expressly waived by the Depositor.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement or any Loan Document to which Depositor is a party, nor consent to any departure by the Depositor from this Agreement or any Loan Document, shall in any event be effective unless the same shall be in writing and signed by LifePoint, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.02. Notices. All notices, demands or communications required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including telecopy, facsimile and telex) or overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to LifePoint:

LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 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, Tennessee 37219
Fax No.: 615-244-6804
Attention: W. Kenneth Marlow, Esq.

If to the Depositor:

Portage Holding Company, LLC
c/o LifePoint Hospitals
103 Powell Court
Brentwood, Tennessee 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, Tennessee 37219
Fax No. 615-244-6804
Attention: W. Kenneth Marlow, Esq.

and

Portage Holding Company, LLC
500 Campus Drive
Hancock, Michigan 49930
Attention: Chief Financial Officer

and

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

or to such other address, and to the attention of such other person or officer as any party may designate by giving at least (thirty) 30 days' notice to the other party.

Section 7.03. No Waiver; Remedies. No failure on the part of LifePoint to exercise, and no delay in exercising, any right, power or remedy pursuant to any Loan Document or hereunder shall operate as a waiver; nor shall any single or partial exercise of any right pursuant to any Loan Document

or hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Loan Documents and herein are cumulative and not exclusive of any remedies provided by law.

Section 7.04. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Depositor, LifePoint and their respective successors and assigns, except that the Depositor may not assign or transfer any of its rights hereunder or pursuant to any Loan Document to which it is a party.

Section 7.05. Costs. The Depositor shall pay the costs and expenses of Depositor and its agents, advisors, attorneys, accountants and other representatives incurred in connection with the preparation, execution, delivery, filing, recording and administration of any of the Loan Documents; and LifePoint shall pay the costs and expenses of LifePoint and its agents, advisors, attorneys, accountants and other representatives incurred in connection with the preparation, execution, delivery, filing, recording and administration of any of the Loan Documents.

Section 7.06. Right of Setoff. Upon the occurrence and during the continuance of any Event of Default, Depositor hereby authorizes LifePoint at any time and from time to time, without notice to the Depositor (any such notice being expressly waived by the Depositor), to set off and apply any and all funds at any time held for the Depositor in the Cash Management System and other indebtedness at any time owing by LifePoint to or for the credit or the account of the Depositor against any and all of the obligations of the Depositor now or hereafter existing pursuant to this Agreement or the Notes, or any other Loan Document to which Depositor and LifePoint are parties, irrespective of whether or not LifePoint shall have made any demand pursuant to this Agreement, or the Notes or such other Loan Document and although such obligations may be unmatured. LifePoint agrees promptly to notify the Depositor after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of LifePoint pursuant to this Section 7.06 are in addition to other rights and remedies (including, without limitation, other rights of setoff) which LifePoint may have pursuant to applicable law.

Section 7.07. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

Section 7.08. Severability of Provisions. Any provision hereof or of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such document or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.09. Headings. Article and Section headings herein and in any Loan Document are included for the convenience of reference only and shall not constitute a part of this Agreement or any Loan Document for any other purpose.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PORTAGE HOLDING COMPANY, LLC

By: _____

Name: _____

Title: _____

PORTAGE HOSPITAL, LLC

By: _____

Name: _____

Title: _____

PORTAGE PHYSICIAN PRACTICES, INC.

By: _____

Name: _____

Title: _____

LIFEPOINT HOSPITALS, INC.

By: _____

Name: _____

Title: _____

EXHIBIT 2.04

Revolving Credit Note

\$ _____

_____, 2013

FOR VALUE RECEIVED, each of the undersigned, Portage Holding Company, LLC, a Delaware limited liability company, Portage Hospital, LLC, a Michigan limited liability company, Portage Physician Practices, Inc., a Michigan nonprofit corporation (collectively the "Borrower") DOES HEREBY PROMISE to pay to the order of LifePoint Hospitals, Inc. ("Lender"), at its office at 103 Powell Court, Brentwood, Tennessee 37027, in lawful money of the United States and in immediately available funds, the principal amount of _____ (\$ _____) or the aggregate unpaid principal amount of all Revolving Credit Loans (as defined in the Agreement) made to the Borrower by Lender pursuant to the Agreement (as defined below), whichever is less, on the earliest to occur of (i) the date that Lender, or an entity controlled by Lender, ceases to be a member of Portage Holding Company, LLC or (ii) the (10th) day after Lender makes demand on Depositor following an Event of Default or (iii) upon prepayment in full of all amounts owing on the Loan, together with notice from Portage Holding Company, LLC that it is terminating the Loan and LifePoint's commitment thereunder. Borrower shall pay interest to Lender on the average outstanding and unpaid principal amount (determined as of each month-end for such month by calculating the balance on the last day of the preceding month and on the last day of the current month and averaging the two) of the loans made hereunder at the Incremental Borrowing Rate (as defined in the Agreement), as established from time to time, compounded monthly, in like money, at said office. Any amount of principal hereof which is not paid when due, whether at stated maturity, by acceleration, or otherwise, shall bear interest from the date when due until said principal amount is paid in full, payable on demand, at a rate per annum equal at all times to the Incremental Borrowing Rate plus two percent (2%) (the "Default Rate"); provided, however, that the rate of interest payable hereunder shall not be greater than the maximum rate of interest permitted to be charged pursuant to the laws of the State of Tennessee.

This Revolving Credit Note is the Revolving Credit Note referred to in the Cash Management and Revolving Credit Loan Agreement, dated _____, 2013, between the Borrower and Lender (the "Agreement"). The Agreement, among other things, contains provisions for acceleration of the maturity of this Revolving Credit Note upon the happening of certain stated events and also for prepayments on account of the principal of this Revolving Credit Note prior to the maturity of the Revolving Credit Note upon the terms and conditions specified in the Agreement.

The Borrower may prepay the principal amounts due under this Revolving Credit Note at any time and from time to time, in whole or in part, with accrued interest to the date of such prepayment on the amount prepaid.

The Borrower expressly waives presentment, notice of protest and notice of dishonor and agrees to pay all reasonable costs of collection when incurred, including reasonable attorneys' fees, and expressly agrees that this Note or any payment hereunder may be extended from time to time without in any way affecting the obligation of the Borrower.

The Borrower hereby waives any right of offset hereunder it now has or may hereafter have against Lender, its successors and assigns and agrees to make the payments called for hereunder in accordance with the terms hereof. The Borrower acknowledges it has granted Lender an absolute right of setoff as set forth in the Agreement.

No delay or omission by Lender in exercising any right hereunder shall operate as a waiver of such right or any other right of Lender. A waiver on one occasion shall not be construed as a bar to or waiver of any right in the future. None of the provisions hereof and none of the rights of the holder shall be deemed to have been waived by acceptance of any past due amount or by any other indulgence granted to the Borrower.

This Revolving Credit Note shall be governed by the laws of the State of Tennessee.

PORTAGE HOLDING COMPANY, LLC

By: _____

Name: _____

Title: _____

PORTAGE HOSPITAL, LLC

By: _____

Name: _____

Title: _____

PORTAGE PHYSICIAN PRACTICES, INC.

By: _____

Name: _____

Title: _____

INDIGENT CARE POLICY

[See attached.]

Portage Health Business Services Policy

Subject: Financial Assistance Services
Number:
Scope: Portage Health
Effective Date: 4/28/04
Revised: 1/25/2005, 5/24/2005, 10/23/2007, 11/14/2008, 2/25/2009
Author: Business Services Department
Reviewed: Board Finance Committee 10/16/2007, 2/17/2009
Approved By: Board of Directors
Approval Date: 4/28/2004, 1/25/2005, 5/24/2005, 10/23/2007, 2/25/2009

I. Statement of Purpose

It is the mission of Portage Health to improve the health of our community. Accordingly, PH offers programs to assist individuals who are uninsured or underinsured, in meeting their financial needs for medically necessary healthcare services.

II. Definitions

Acute Care: Acute illness or trauma generally experienced in an inpatient setting or emergency room and is short-term care.

Chronic Care: An illness of slow progression and long continuance.

Medically Necessary: Any inpatient or outpatient hospital service that is covered by and considered to be medically necessary under Title XVIII of the federal Social Security Act. Medically necessary services do not include any of the following: Non-medical services such as social, educational and vocational services, or cosmetic surgery.

Annual Income: Determination of annual income will be based on the prior year's tax return. If a tax return was not filed, the family's income 12 months prior to the service will be used. Acceptable proof of income will be pay stubs, tax return, unemployment statement of earnings, employer supplied statement of earnings. In determination of annual income, we will also take into consideration the likelihood of future earnings and their sufficiency to meet healthcare related obligations within a reasonable time period.

Type of income to be considered:

- Salary (gross wages before taxes);
- Public assistance (cash assistance);
- Social Security benefits;

- unemployment benefits and worker's compensation;
- veteran's benefits
- alimony and child support;
- pension payments;
- insurance and annuity payments;
- dividends and interest;
- net rental and business income (after expenses); and
- all other types of cash support and income, including scholarships, grants, and royalties.

Assets: Assets are items that can be turned into cash. Assets include such things as cash, savings, and checking accounts, certificates of deposit, stocks and bonds, Individual Retirement Accounts (IRAs), trust funds, and equity in any real estate.

(Assets may be "spent down" by paying toward medical expenses until asset limit for Community Care has been reached. Then, depending upon income, the patient may be eligible for free or discounted care.)

III. Statement of Policy

Community Care Program: Patients who do not qualify for medical assistance (Medicaid), have a family net worth of less than \$100,000, and whose annual family income is at or below 200% of the Federal Poverty Level are eligible for free care.

Uninsured Discount Program: If you do not qualify for Medicaid or the Community Care Program, you qualify for our Uninsured Discount Program. Patients who have a family net worth of less than \$100,000, and whose annual family income is between 200% and 300% of the Federal Poverty Level are eligible for a 20% to 80% write-off of their bill.

Special Circumstances: Portage Health will evaluate patients with special circumstances on a case-by-case basis. Interest free payment terms are available.

IV. Procedure

1. To be eligible for either of our Program the patient must meet the following criteria:
 - 1.1 Patient must reside in Houghton, Keweenaw, Baraga or Ontonagon County for a minimum of 6 months prior to treatment. (Copy of current Drivers License required.)
 - 1.2 Patient must be a U.S. Citizen or permanent resident. Permanent resident can be established by home ownership, long term

employment, under age of 21 and parents live locally. Subject to case by case review.

- 1.3 Patient must have a personal net worth of no more than \$100,000.00.
- 1.4 Household income of not more than 2.0 times the federal poverty guidelines for the Community Care Program, and not more than 3.0 times the federal poverty guidelines for the Discounted Care Program.
- 1.5 Have no State defined spend-out amounts under the Medicaid program.
- 1.6 Must be established with a Portage Health Medical Group physician.
- 1.7 Must not have access to affordable health insurance coverage.
2. Eligible services are for a patient who needs either:
 - 2.1 Acute care, either inpatient or outpatient; or
 - 2.2 Chronic Care
 - 2.3 Program will have the following exclusions: elective or cosmetic services, sleep lab, DME, orthopedic services other than those involving fractures or tears, all therapy/rehabilitative services exceeding 8 visits, cataract surgery, preventative or screening services including immunizations, and education services.
3. Financial assistance period covers six months from the initial date of service, and is only available on accounts over \$200.00. The patient must re-apply every six months to determine eligibility.
4. The patient must first apply to the Family Independence Agency for public assistance and present a statement of ineligibility, and not be eligible for any other third party assistance.
5. The financial assistance may only be used on current accounts and will not cover delinquent accounts.
6. The applicant must provide us with the following information:
 - 6.1 Completed and signed Financial Assistance application.

- 6.2 Copy of prior year's tax return and a W-2 form or two (2) recent pay stubs (including workman's compensation, unemployment, disability and child support).
- 6.3 Patient must apply for Medicaid at the Family Independence Agency and must present a current statement of denial.
- 6.4. Copy of Drivers License showing resident of Houghton, Baraga, Keweenaw or Ontonagon County.
- 6.5 Copy of most recent bank statement showing checking and/or savings account balances.
- 6.6 Copy of Mortgage statement showing balance due of home and/or Property Tax Notice or Assessed Value Statement.
- 6.7 Bank statement showing balance on vehicle loan (s) and vehicle value will be verified.
- 6.8 Net worth is defined as the value of all assets (home, vehicle, snowmobile, boat, 4-wheeler, stocks, bonds, investments, etc.), less debts. Home value is deemed to be twice the homes tax assessed value.
- 7. Federal Guidelines Adjustment Formula:
 - 7.1 Annual household income cannot exceed 200% of the HHS Poverty Guidelines to qualify for the Community Care Program.
 - 7.2 Annual household income cannot exceed 300% of the HHS Poverty Guidelines to qualify for the Uninsured Discount Program.
 - 7.3 Annual household income cannot exceed 300% of the HHS Poverty Guidelines to qualify for the Uninsured Discount Program.

Table 1 – Income Requirement for Free Care

2008 HHS Poverty Guidelines

Family Size	Annual Income
1	\$10,400.00
2	\$14,000.00
3	\$17,600.00
4	\$21,200.00
5	\$24,800.00
6	\$28,400.00
7	\$32,000.00

8	\$35,600.00
Each additional	\$3,600.00

Table II – Family Income Requirement for Discounted Care

Federal Poverty	Discount
200% to 225%	90%
225% to 250%	70%
250% to 275%	50%
275% to 300%	30%

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STRATEGIC MASTER CAPITAL PLAN

[To be provided prior to Closing.]