

**THIRD AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

**AMONG**

**TRINITY HEALTH-MICHIGAN, PRIME HEALTHCARE SERVICES-PORT HURON,  
LLC AND PRIME HEALTHCARE FOUNDATION, INC.**

This **THIRD AMENDMENT** to the **ASSET PURCHASE AGREEMENT** (“**Third Amendment**”) among Trinity Health-Michigan, a Michigan nonprofit corporation (“**Seller**”), Prime Healthcare Services-Port Huron, LLC (“**Purchaser**”) and Prime Healthcare Foundation, Inc., a Delaware nonprofit corporation (“**Prime Foundation**”), is hereby entered into and effective as of August 20, 2015 (“**Third Amendment Effective Date**”).

**RECITALS:**

**WHEREAS**, Seller and Purchaser entered into a certain Asset Purchase Agreement dated as of November 19, 2014 (“**Agreement**”), and entered into a First Amendment to the Asset Purchase Agreement (“**First Amendment**”) and Second Amendment to the Asset Purchase Agreement, both effective as of July 28, 2015; and

**WHEREAS**, in the First Amendment, Seller and Purchaser amended the Agreement to add provisions regarding an Employee Transition Services Agreement; and

**WHEREAS**, Seller and Purchaser desire to amend the provisions of the Agreement regarding the Employee Transition Services Agreement on the terms and conditions set forth herein to clarify the definition of “Takeover Date.”

**NOW, THEREFORE**, in consideration of the premises, covenants, representations and warranties set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree to further amend the Agreement as follows:

**AGREEMENT:**

1. **Definitions**. The definition of “Takeover Date” added to Section 1.1 is hereby amended in its entirety to read as follows:

“*Takeover Date*” means (i) for purposes of the benefits under the Trinity Health Corporation Welfare Benefit Plan, January 1, 2016, or an earlier date mutually agreed to by Purchaser and Seller; and (ii) for any other purpose, the earlier of December 20, 2015, or the termination of the Employee Transition Services Agreement on a date mutually agreed to by Purchaser and Seller that is on or before December 20, 2015.”

2. **Miscellaneous.** Except as otherwise expressly set forth herein, the remaining terms of the Agreement, as amended, remain in full force and effect. Defined terms not otherwise defined herein shall have the meaning attributed thereto in the Agreement, as amended. This Third Amendment may be executed in counterparts, each of which will be deemed an original, and together, one instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Third Amendment to be executed by their authorized officers, effective as of the date and year first written above. This Third Amendment may be executed in counterparts, each of which will be deemed an original, and together, one instrument.

**PURCHASER:**

**PRIME HEALTHCARE SERVICES-PORT  
HURON, LLC**

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

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

**SELLER:**

**TRINITY HEALTH-MICHIGAN**

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

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

**PRIME FOUNDATION:**

**PRIME HEALTHCARE FOUNDATION, INC.**

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

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