Update to Attachment 46-5

AGREEMENT FOR ASSIGNMENT AND TRANSFER OF RIGHTS AND ASSETS

This **AGREEMENT FOR ASSIGNMENT AND TRANSFER OF RIGHTS AND ASSETS** (this "**Agreement**"), dated as of [_____], 2018 (the "**Effective Date**"), is made between Mission Health System, Inc., a North Carolina nonprofit corporation, whose name will be changed upon closing of the Transaction defined below to ANC Healthcare, Inc. ("**Mission**"), and Dogwood Health Trust, a North Carolina nonprofit corporation (the "**Trust**").

WHEREAS, Mission and the Trust (along with certain of Mission's affiliates) are parties to that certain Asset Purchase Agreement dated as of August 30, 2018 (the "**Purchase Agreement**") pursuant to which MH Master Holdings, LLLP, a Delaware limited liability partnership ("**Buyer**"), is purchasing certain assets from and assuming certain liabilities of Mission and certain of its affiliates (the "**Transaction**");

WHEREAS, in connection therewith, Mission will receive payment for such assets, subject to provisions of the Purchase Agreement calling for Mission and the Trust (if and to the extent it has received a portion of such payment) to indemnify Buyer for certain breaches of obligations thereunder;

WHEREAS, the Trust has been created to dramatically improve the health and well-being of all people and communities of Western North Carolina and, to advance that end, to eventually receive the bulk of the proceeds of the Transaction and substantially all other liquid (and possibly other) assets of Mission;

WHEREAS, the Trust and Mission are and will be separate entities, with separate officers and directors, with their respective rights and duties governed by this Agreement and other applicable contractual obligations;

WHEREAS, Mission desires, at such time as is appropriate under the Purchase Agreement, to assign to the Trust certain of its rights thereunder as a seller and its designation as representative of the selling parties as provided in the Purchase Agreement, and the Trust desires to accept such rights and designation;

WHEREAS, Mission desires at a time (or from time to time) as early as prudently advisable subsequent to the closing of the Transaction, as more particularly set forth in Section 8 below, to convey certain of the proceeds to the Trust, and the Trust desires to accept such proceeds as part of the orderly wind down of Mission's operations and its eventual dissolution;

WHEREAS, Mission desires, at a time as early as prudently possible and determined mutually with the Trust, to convey the Remaining Assets (as defined below) to the Trust, and the Trust desires to accept such of the Remaining Assets as it deems beneficial to the fulfillment of its purpose and to use such Remaining Assets in a manner consistent with its charitable purpose, all upon the terms and conditions set forth herein; and

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WHEREAS, Mission has retained SOLIC Capital Advisors, LLC ("**SOLIC**") for the purpose, subject to Mission's board approval, of planning and executing the wind down of Mission, the management of indemnification claims arising out of the Purchase Agreement and other matters that arise from time to time, the payment of valid debts and claims, and the transfer of Mission's assets to the Trust (the "**SOLIC Agreement**").

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Purchase Agreement.

2. Recitals. The parties hereby incorporate the commitments contained in the recitals as binding terms and conditions of this Agreement.

3. Assignment of Designation as Seller Representative. At such time as is reasonably determined by the board of directors of Mission (the "**Mission Board**"), which is expected to be not later than the third anniversary of the Closing Date, Mission will, pursuant to Section 3.5(b) of the Purchase Agreement, assign its rights and obligations as Seller Representative to the Trust.

4. Assignment of Rights as Seller. So long as it is agreeable to the Trust and appropriate under the Purchase Agreement, Mission will assign its rights thereunder as a Seller to the Trust on the later of the date Mission believes is consistent with the wind down of its operations or the termination of the Local Advisory Board Designation Period.

5. Restrictions on Transfer of Assets.

(a) Without the prior written consent of the Trust, Mission will not sell, lease, transfer, convey or otherwise dispose of any of its assets or property, other than (i) pursuant to grant letters and payable in installments, the grants of $15 million to each of the Legacy Foundations (as defined below), plus amounts for legal fees and expenses to convert certain Legacy Foundations to public charities, reimbursement for three years to the Legacy Foundations for salary and benefits for their respective executive directors[1] and, in the case of the Nantahala Foundation, the legal fees and expenses to organize such foundation and obtain a tax exemption determination from the Internal Revenue Service, (ii) in satisfaction of any Mission obligations under the Purchase Agreement, (iii) the sale, exchange or other disposition in the ordinary course of business of equipment or

[1] The amount of reimbursement for salary and benefits for each executive director has not yet been determined for each Legacy Foundation, and the grant from Mission may limit the amount to a fixed amount based on comparable data. In addition, the Trust will provide back-office and other administrative services to the Legacy Foundations for three years, subject to the grant letter conditions, and, until substantial assets are transferred by Mission to the Trust, Mission will provide funds to the Trust to cover its expenses to provide such services pursuant to the last sentence of Section 7.

other capital assets that are obsolete or no longer necessary for Mission's operations, (iv) the retirement of debt, liens and other obligations, (v) as part of the orderly wind down of Mission's operations and its eventual dissolution as contemplated by the wind down budget developed by SOLIC, including without limitation the sale or disposition of the interests in the Joint Venture Entities, and (vi) as necessary for Mission properly to manage its assets and property as contemplated by Section 6, including the liquidation of investments. To the extent any portion of a grant to a Legacy Foundation is not paid, due to failure by such Legacy Foundation to meet the grant conditions of Mission in a given year or years or otherwise, the funds so allocated for such year or years will be transferred by Mission to the Trust.

(b) To permit the Trust to protect its interests and monitor Mission's performance of its obligations under this Agreement, Mission shall provide to the Trust copies of the wind-down budget to be prepared by SOLIC in accordance with the SOLIC Agreement, along with updates thereto provided by SOLIC from time to time. The wind-down budget, and material changes thereto, shall be subject to the approval of the Mission Board. Expenditures by Mission not contemplated by the approved wind-down budget will require the approval of the Mission Board.

(c) For purposes of this Agreement, "**Legacy Foundations**" means_Blue Ridge Regional Hospital Foundation, Inc., McDowell Healthcare Foundation, Inc., CarePartners Foundation, Inc., TRH Foundation, Inc., Highlands-Cashiers Hospital Foundation,[2] and the foundation being formed to serve the communities currently served by Angel Medical Center (the "**Nantahala Foundation**").

6. Investment of Sale Proceeds by Mission. Mission is not a fiduciary of the Trust. Mission represents and agrees that its investment of the sale proceeds and management of its assets will be governed by the North Carolina Uniform Prudent Management of Institutional Funds Act ("**UPMIFA**"), which provides that Mission invest such proceeds and manage such assets in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Mission has retained [redacted][3] (the "**Investment Manager**") to advise Mission regarding post-closing investment of the sale proceeds, asset management, and the continued investment of its existing portfolio. Mission shall inform the Trust before changing the Investment Manager and shall obtain the Trust's approval of the replacement Investment Manager, which shall not be unreasonably withheld or unreasonably delayed. The Investment Manager will advise and consult with Mission on a regular basis to determine an appropriate investment strategy and investment guidelines and restrictions for investment of the sales proceeds and the current investment portfolio in anticipation of the transfers of such assets pursuant to this Agreement. Mission shall furnish to the Trust all periodic reports that it receives from the Investment Manager reflecting the investment of the sale proceeds and the management of Mission's assets and, to the extent reasonably possible,

[2] Many if not all of these foundations are expected to change their names shortly before or after the closing.

[3] SOLIC will review with the Investment Manager (i) the role and extent of discretion that the Investment Manager maintains, (ii) the consulting or investment management agreement(s) Mission has with the Investment Manager, and (iii) the actual underlying investments. The provisions of this section are subject to change based upon those reviews.

shall inform the Trust prior to any material change in investment strategy by the Investment Manager. Mission shall have a duty to monitor such firm's compliance with such strategy, guidelines and restrictions, but shall not have any liability to the Trust in respect of actions taken or not taken, including investment decisions and recommendations, made by the Investment Manager, other than claims of gross negligence or willful misconduct in respect of its duty to monitor the Investment Manager's compliance or its duties in respect of the sales proceeds under UPMIFA.

7. Transfer of Sales Proceeds. As soon as practicable following the Closing, but in no event prior to the later of January 1, 2019, or the date in which the Trust shall provide Mission with a validly issued determination letter from the Internal Revenue Service concluding that the Trust is an organization described in Section 170(b)(1)(A) of the Internal Revenue Code (the "**Determination Letter**"), Mission shall transfer to the Trust the sales proceeds received by Mission from the Buyer pursuant to the Purchase Agreement, net of the amounts described in **Schedule I** attached hereto (which shall be used for the purposes set forth in Schedule I). If and when any of the other amounts set forth on **Schedule I** are not required to be used for the purpose ascribed thereto, such amounts shall be promptly transferred to the Trust. Additionally, upon the release of any funds remaining in the Escrow Account on or after the Escrow Release Date, such funds will be immediately transferred to the Trust. Notwithstanding the first sentence hereof, pending the receipt of the Determination Letter, Mission will transfer cash to or on behalf of the Trust on an as needed basis for purposes of funding the Trust's start-up costs pursuant to a budget approved by Mission and the Trust; provided, however, Mission shall not be required to transfer any funds to the Trust for a purpose not permitted by an organization described in Section 170(b)(1)(A) of the Internal Revenue Code.

8. Transfer of Remaining Assets. At such time and in such manner as is consistent with the process of winding down of Mission's operations and the reduction of its obligations under the Purchase Agreement, Mission shall transfer the Remaining Assets to the Trust. "Remaining Assets" means and includes (without limitation): (1) all of Mission's liquid assets (cash, marketable securities, and other cash equivalents) subject to any related restrictions; (2) all of Mission's owned real property; (3) all of Mission's joint venture interests or real estate partnership interests that are still held and not dissolved; (4) all of the assets of Mission's Affiliates, and (5) all of Mission's rights under any contract or agreement pertaining to items (1)-(4). Notwithstanding anything herein, Mission will use commercially reasonable efforts to sell at fair value and convert to liquid assets any of the foregoing assets (other than clause (5) assets and assets included in Mission's investment portfolio) prior to transfer to the Trust, and the Trust shall have no obligation to accept the transfer of any Remaining Asset that is not a liquid asset and may, at its sole discretion, refuse certain assets. At least 30 days prior to the proposed transfer of all or any portion of the Remaining Assets, Mission shall provide notice of its intent to transfer to the Trust, specifying the assets to be transferred with particularity including an itemized estimate of value and thereafter provide the Trust with such information concerning and access to the assets proposed for transfer as the Trust shall reasonably request. Notwithstanding the foregoing, the transfer of cash from Mission to the Trust shall not require any advance notice, and the Trust may waive or reduce such 30-day notice in its sole discretion with respect to any other transfers. If 30 days' notice, or a lesser agreed upon number of days' notice, is required, then at least two days prior to expiration of such notice period, the Trust shall provide notice of

the rejection to Mission of the proposed transfer of any Remaining Asset. Upon receipt of any such notice of rejection, Mission may donate such Remaining Asset to a charity selected by its Board of Directors that serves a charitable purpose consistent with that of Mission.

9. Mission Representations and Warranties. Mission agrees that at the time of any transfer of Remaining Assets, it shall provide the Trust customary representations and warranties with respect to the Remaining Assets.

10. Cooperation. From and after the Effective Date, the parties each shall, without further consideration, execute and deliver to the other such instruments, and take such further action, as the other party may reasonably request, to effectuate the transactions contemplated hereby. Mission shall cause SOLIC to provide the Trust on a quarterly basis and on such more frequent basis and in such detail as requested by the Trust a report summarizing the information and reports provided to the Mission Board by SOLIC. Such reports shall be subject to reasonable confidentiality concerns or the reasonable need to preserve attorney-client privilege with respect to specific information, in each case as determined in the sole discretion of Mission after consultation with SOLIC and/or Mission's legal counsel. Upon request by the Trust, Mission shall cause SOLIC to meet with the Trust or any committee thereof to discuss any matter pertaining to this Agreement, the wind-down of Mission and the transfer and disposition of Mission's assets.

11. Indemnity Claims. Under the Purchase Agreement, Mission and the Trust are jointly and severally responsible to fund indemnification obligations due and owing to the Buyer as determined in accordance with the Purchase Agreement. If the Buyer provides notice of a claim to either party hereto, such party shall immediately provide a copy of such notice to the other. In such event, representatives of each of Mission and the Trust shall immediately, under guidance of counsel, convene a meeting to discuss the appropriate response to such claim and shall cooperate and act in good faith toward making such determination. In the event the parties determine payment shall be made, or as a result of the arbitration process contemplated in Section 13.3 of the Purchase Agreement, a determination is made that a certain amount is owed by the parties hereto to the Buyer, such payment shall be made from the Escrow Account. To the extent the amount on deposit in the Escrow Account at the time the payment is due is not sufficient to pay the amount owed to Buyer, then (i) Mission shall pay the balance due from its funds on hand less the amount of the wind down budget determined in accordance with **Section 5(b)**, and (ii) if such funds are insufficient for Mission to pay the balance due pursuant to the foregoing clause (i), the Trust shall pay the balance due to the extent it is liable therefor under the Purchase Agreement. If the parties hereto disagree regarding the position to take with respect to such indemnification claim, the party opposed to paying the claim will have the right to contest such claim, with the costs of such contest being born by Mission. At any time, either party shall have the right to seek advice of legal counsel at Mission's expense.

12. Mutual Oversight of the Buyer's Obligations. Until Mission assigns its rights and obligations as the Seller Representative to the Trust pursuant to **Section 3** hereof, Mission shall have the full authority and obligation to enforce the Continuing Obligations of [Buyer] as provided in the Purchase Agreement. Notwithstanding the foregoing, the board of directors of the Trust will appoint a Covenant Compliance Committee (the "**Compliance Committee**")

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whose purposes will be to oversee the Buyer's compliance, issue a report thereof to the Trust's board of directors (the "**Trust Board**") and make recommendations and provide advice to the Trust Board as and when needed. When either Mission or the Compliance Committee determines that the Buyer may have violated the Continuing Obligations, it shall immediately notify the other and convene a meeting to discuss the appropriate action to take, it being understood that the decision as to the action to be taken shall be in the sole discretion of the Seller Representative. For so long as Mission is the Seller Representative, it shall (i) provide the Compliance Committee, promptly upon its receipt, a copy of all Annual Reports required under the Purchase Agreement and all other communications provided by the Buyer to Mission in its role as Seller Representative, and (ii) notify the Compliance Committee of all actions to be taken by the Seller Representative at least ten (10) days prior to implementation of any such action. Upon the Trust becoming the Seller Representative pursuant to **Section 3** hereof, the Trust shall have the full authority and obligation to enforce the Continuing Obligations of Buyer as provided in the Purchase Agreement. When either Mission or the Compliance Committee on behalf of the Trust determine that the Buyer may have violated the Continuing Obligations, it shall immediately notify the other and, with guidance of counsel, convene a meeting to discuss the appropriate action to take, it being understood that the decision as to the action to be taken shall be in the sole discretion of the Seller Representative. For so long as the Trust is the Seller Representative, the Compliance Committee shall on behalf of the Trust (i) provide Mission, promptly upon its receipt by the Trust, a copy of all Annual Reports required under the Purchase Agreement and all other communications provided by the Buyer to the Trust in its role as Seller Representative, and (ii) notify Mission of all actions to be taken by the Seller Representative at least ten (10) days prior to implementation of any such action. This **Section 12** shall become null and void and of no further effect upon the later of assignment by Mission of its rights and obligations as Seller Representative to the Trust pursuant to **Section 3** hereof or the date the dissolution of Mission becomes effective.

13. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by certified mail, express mail service, or overnight delivery service, postage prepaid, addressed as set forth below or to such address as shall be furnished in writing by a party, and such notice or communication shall be deemed to have been given upon receipt.

If to Mission: ANC Healthcare, Inc.
c/o SOLIC Capital Advisors, LLC
425 W. New England Avenue, Suite 300
Winter Park, Florida 32789
Attention: Neil F. Luria

with a copy to: Chair of the Board of Directors
ANC Healthcare, Inc.
[_____]
Asheville, North Carolina _____

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with a copy to: SOLIC Capital Advisors, LLC
425 W. New England Avenue, Suite 300
Winter Park, Florida 32789
Attention: Neil F. Luria

with a copy to: Neil S. Olderman
Drinker Biddle & Reath LLP
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606

If to the Trust: Dogwood Health Trust
P.O. Box 15729
Asheville, North Carolina 29913
Attention: Chief Executive Officer

with a copy to: Haynes P. Lea
Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, NC 28246

If to any Committee
Of the Trust Board: Dogwood Health Trust
P.O. Box 15729
Asheville, North Carolina 29913
Attention: Chair, [insert relevant committee]

with a copy to: Dogwood Health Trust
P.O. Box 15729
Asheville, North Carolina 29913
Attention: Chief Executive Officer

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the parties shall be binding unless and until written notice of such assignment shall be delivered to the other party and shall require the prior written consent of the other party (such consent not to be unreasonably withheld).

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

16. Entire Agreement. This Agreement and the Purchase Agreement set forth the entire agreement and understanding of the parties related to the subject matter hereof.

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17. Amendment. This Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the parties.

18. Waivers. The failure of any party to this Agreement at any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Agreement.

19. Headings. Section headings of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

20. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(signature page follows)

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IN WITNESS WHEREOF, Mission and the Trust have executed this Agreement as of the date hereof.

MISSION:

MISSION HEALTH SYSTEM, INC.

By: _____
Name: _____
Title: Chair of Board of Directors

THE TRUST:

DOGWOOD HEALTH TRUST

By: _____
Name: Janice Brumit
Title: Chair of Board of Directors

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Schedule I

Sales Proceeds Not Immediately Subject to Transfer to Dogwood Health Trust

[REDACTED]

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