

MODIFICATION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Modification, Assignment and Assumption Agreement (the "Assignment") is entered into effective as of the 1st day of July, 2010, by and between MOUNT CARMEL HEALTH SYSTEM, an Ohio nonprofit corporation ("Assignor") and BATTLE CREEK HEALTH SYSTEM, a Michigan nonprofit corporation ("Assignee").

WHEREAS, Assignor and CITY OF GAHANNA, ("Company"), have entered into a certain Employee Assistance Program Agreement, (the "Company Agreement"); and

WHEREAS, with the consent of Company, Assignor desires to assign the Company Agreement to Assignee, and Assignee desires to acquire all right, title and interest of Assignor in and to the Company Agreement.

WHEREAS, Company desires to accept the assignment of the Company Agreement to Assignee, subject to certain modifications to the terms and conditions of the Company Agreement.

THEREFORE, in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. ASSIGNMENT. For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Company Agreement.

2. MODIFICATION OF TERMS. The following terms of the Company Agreement are hereby modified as follows:

a. Any termination notice, if applicable, is hereby rescinded and the term of the Company Agreement is hereby extended up to and including June 30, 2011. The Company Agreement shall not automatically renew after the June 30, 2011 date.

b. Except as otherwise modified herein, all of the remaining terms and conditions of the Company Agreement shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

3. ASSUMPTION BY ASSIGNEE. In consideration of the transfer from Assignor to Assignee, Assignee agrees to be bound by and promptly to perform or cause to be performed the terms, conditions and covenants, under this Agreement and the Company Agreement assigned by Assignor to Assignee. Assignee hereby agrees to defend, indemnify, save and hold harmless Assignor from and against any and all claims, demands, costs, expenses, attorneys' fees and any other damages or injuries which Assignor may sustain as a result of any failure or delay by Assignee in performing the obligations assumed by Assignee pursuant hereto, whether or not suit is filed.

EXHIBIT A

4. RELEASE. Company, on behalf of itself and its successors and assigns, hereby releases and forever discharges Assignor and its employees, directors and officers from any claims, actions, complaints, liabilities, obligations, damages, demands or suits that Company may have against Assignor arising from or any way related to the Company Agreement or this agreement. As of the Effective Date, Company will look solely to Assignee for services under the Company Agreement, as modified hereby.

5. FURTHER ASSURANCES. Assignor, Assignee and Company shall, at any time and from time to time after the date hereof, upon the request of the other, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions hereby consummated,

6. NOTICES. All notices and other communications provided for hereunder shall be in writing (including telex or facsimile) and sent by registered mail or courier or telexed or telecopied or delivered as follows:

To Assignor: Mount Carmel Health System.	To: Assignee: Battle Creek Health System
6150 East Broad St	300 North Avenue
Columbus, OH 43213	Battle Creek, MI 49016
Attn: Legal Services	Attn: Legal Services

To Company: City of Gahanna

200 S. Hamilton Rd.
Gahanna, OH 43230
Attn: Kristen Treadway

All such notices and communications shall be effective (i) when sent by registered mail two (2) business days after being duly deposited in registered mail, (ii) when sent by overnight courier, one (1) business day after being delivered to the overnight courier or (iii) when sent by telecopier, the business day when sent (or the following business day if sent on a day that is not a business day).

7. SEVERABILITY. In the event any provision of this Assignment shall become or be adjudicated at any time by a court or other applicable authority, invalid or null and void, such invalidity or nullity shall not affect the validity of the other provisions hereof, which shall, by express agreement, be considered as severable.

8. AMENDMENT OR WAIVER. This Assignment may not be modified, amended, altered or supplemented, discharged or terminated, except by an agreement in writing executed by each of the parties hereto.

9. COSTS AND EXPENSES. Each party shall be liable for its own costs and expenses incurred in negotiation and preparation of this Assignment. Should legal action be brought to enforce any term or agreement herein contained, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, regardless of whether the matter is concluded by Court action or otherwise, which attorneys fees shall include a reasonable amount for the services of in house counsel, plus actual costs incurred.

10. COUNTERPARTS.. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. CHOICE OF LAW. This Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

12. EFFECTIVE DATE. This Assignment shall be effective on August 10, 2010, regardless of the date on which the last counterpart hereof is signed.

In Witness Whereof, the parties hereto have executed this Agreement through their duly authorized representatives.

MOUNT CARMEL HEALTH SYSTEM

By: _____
Name: _____
Title: _____
Date: _____

BATTLE CREEK HEALTH SYSTEM

By: _____
Name: _____
Title: _____
Date: _____

CITY OF GAHANNA

By: _____
Name: _____
Title: _____
Date: _____