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Table of Contents

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PROSPECTUS

$400,000,000

LIFEPOINT HOSPITALS®

Offer to Exchange Registered 6.625% Senior Notes due 2020
For All of Outstanding
Unregistered 6.625% Senior Notes due 2020

We are offering to exchange up to $400,000,000 of our new 6.625% Senior Notes due 2020, which are jointly and severally gu basis by certain of our current and future domestic subsidiaries (the "exchange notes"), which will be registered under the Secu "Securities Act"), for any and all of our outstanding 6.625% Senior Notes due 2020, which are jointly and severally guaranteed certain of our current and future domestic subsidiaries (the "outstanding notes"). We are offering to exchange the exchange no satisfy our obligations contained in the registration rights agreement that we entered into when the outstanding notes were sold Regulation S under the Securities Act. We sometimes refer to the exchange notes and the outstanding notes collectively as the "

The Exchange Offer

- We will exchange all outstanding notes that are validly tendered and not validly withdrawn for an equal principal amount of exchan except in limited circumstances described below.
- You may withdraw tenders of outstanding notes at any time prior to the expiration date of the exchange offer.
- The exchange offer expires at 11:59 p.m., New York City time, on June 28, 2011, unless extended. We do not currently intend to ex
- The exchange of the outstanding notes for exchange notes in the exchange offer will not be a taxable event for U.S. federal income t
- We will not receive any cash proceeds from the exchange offer.

The Exchange Notes

- We are offering exchange notes to satisfy certain obligations under the registration rights agreement entered into in connection with outstanding notes.
- The terms of the exchange notes to be issued in the exchange offer are identical in all material respects to the outstanding notes, exc freely tradable, except in limited circumstances described below.
- We do not plan to list the exchange notes on a national securities exchange or automated quotation system.

All untendered outstanding notes will continue to be subject to the restrictions on transfer set forth in the outstanding notes and in th outstanding notes may not be offered or sold, unless

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Table of Contents

registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and appl
than in connection with the exchange offer, we currently do not anticipate that we will register the outstanding notes under the Securitie

See "Risk Factors" beginning on page 13 for a discussion of certain risks that you should consider before participating in the ex

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will de
any resale of such exchange notes as required by applicable securities laws and regulations. The letter of transmittal states that by so ac
prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resale
exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activiti
addition, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus. We have agreed that, for a per
prospectus, we will make this prospectus available to any broker-dealer for use in connection with such resale. See "Plan of Distributio

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these
or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is June 1, 2011.

TABLE OF CONTENTS

You should rely only on the information contained or incorporated by reference in this prospectus or in any additional writt authorized by us. We have not authorized anyone to provide you with any information or represent anything about us, our fina that is not contained in or incorporated by reference into this prospectus or in any additional written communication prepared made, any such other information or representation should not be relied upon as having been authorized by us. We are not mal outstanding notes in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this pr written communication prepared by or on behalf of us is accurate only as of the date on its cover page and that any informatior is accurate only as of the date of the document incorporated by reference.

Table of Contents

MARKET AND INDUSTRY DATA

This prospectus and the documents incorporated by reference herein include market share and industry data and forecasts that we ob third-party surveys and internal company surveys. Although we believe that the third-party sources are reliable, we have not independe provided by third parties or by industry or general publications, and we do not take any further responsibility for this data. Similarly, wh with respect to our industry are reliable, our estimates have not been verified by any independent sources, and we cannot assure you tha involve risks and uncertainties and are subject to change based on various factors, including those discussed under the sections entitled "Risk Factors" below.

TRADEMARKS, TRADE NAMES AND SERVICE MARKS

We own or have rights to use the trademarks, trade names and service marks that we use in conjunction with the operation of our bu Making Communities Healthier®, LifePoint Hospitals® and LifePoint®. We do not own any trademark, trade names or service mark of prospectus.

FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this prospectus and in reports and proxy statements we file with the SEC. In addition, our s looking statements orally to analysts, investors, the media and others. Broadly speaking, forward-looking statements include:

- projections of our revenues, net income, earnings per share, capital expenditures, cash flows, debt repayments, interest rates, financial items;
- descriptions of plans or objectives of our management for future operations, services or growth plans including acquisitions, initiatives;
- interpretations of Medicare and Medicaid laws and regulations and their effect on our business; and
- descriptions of assumptions underlying or relating to any of the foregoing.

In this prospectus and the documents incorporated by reference herein, for example, we make forward-looking statements, including expectations about:

- this offering, including the use of proceeds, stabilizing transactions and the issuance and delivery of the notes;
- future financial performance and condition;
- future liquidity and capital resources;
- future cash flows;
- existing and future debt and equity structure;
- our strategic goals;
- future acquisitions;
- our business strategy and operating philosophy, including an evaluation of growth strategies for existing markets and for pote

- costs of providing care to our patients;

Table of Contents

- changes in interest rates;
- our compliance with new and existing laws and regulations;
- the impact of national healthcare reform;
- the performance of counterparties to our agreements;
- effect of credit ratings;
- professional fees;
- increased costs of salaries and benefits;
- industry and general economic trends;
- reimbursement changes;
- patient volumes and related revenues;
- future capital expenditures, including capital expenditures related to information systems;
- the impact of changes in our critical accounting estimates;
- claims and legal actions relating to professional liabilities, governmental investigations and other matters; and
- physician recruiting and retention, including trends in physician employment.

Forward-looking statements discuss matters that are not historical facts. Because they discuss future events or conditions, forward-lo words such as “can,” “could,” “may,” “should,” “believe,” “will,” “would,” “expect,” “project,” “estimate,” “seek,” “anticipate,” “inten expressions. You should not unduly rely on forward-looking statements, which give our expectations about the future and are not guara speak only as of the date they are made. We operate in a continually changing business environment, and new risk factors emerge from such new risk factors nor can we assess the impact, if any, of such new risk factors on our business or to the extent to which any factor actual results to differ materially from those expressed or implied by any forward-looking statement. We do not undertake any obligatio statements to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events.

There are several factors, including some beyond our control, that could cause results to differ significantly from our expectations. S more detail in the section captioned “Risk Factors.” Other factors, such as market, operational, liquidity, interest rate, regulatory and ot this prospectus and the documents incorporated by reference in this prospectus. Any factor described in this prospectus or the documen itself, or together with one or more factors, adversely affect our business, results of operations and/or financial condition. There may be prospectus or the documents incorporated by reference herein that could cause results to differ from our expectations.

Table of Contents

SUMMARY

This summary highlights selected information contained elsewhere or incorporated by reference in this prospectus and does not c should consider before investing in the notes. You should read carefully this entire prospectus and the documents incorporated by re Factors," beginning on page 13 of this prospectus for more information about important risks that you should consider before maki Unless the context otherwise requires, LifePoint Hospitals, Inc. and its subsidiaries are referred to herein as "LifePoint," the "Com

Our Company

We operate general acute care hospitals in non-urban communities in the United States. At March 31, 2011, we operated 52 hosp a total of 5,798 licensed beds. We generate revenue primarily through hospital services offered at our facilities. We generated $3,262 continuing operations for the year ended December 31, 2010 and $888.6 million for the three months ended March 31, 2011.

Our hospitals typically provide the range of medical and surgical services commonly available in hospitals in non-urban markets. surgery, internal medicine, obstetrics, emergency room care, radiology, oncology, diagnostic care, coronary care, rehabilitation servi some of our hospitals, specialized services such as open-heart surgery, skilled nursing, psychiatric care and neuro-surgery. In many r outpatient services such as same-day surgery, laboratory, x-ray, respiratory therapy, imaging, sports medicine and lithotripsy. Like n urban markets, our hospitals do not engage in extensive medical research and medical education programs. However, three of our ho medical schools, including the clinical rotation of medical students, and one of our hospitals owns and operates a school of health pr and a radiologic technology program.

We derived 42.8% of our revenues from continuing operations from the Medicare and Medicaid programs, collectively for the ye 42.9% for the three months ended March 31, 2011. Payments made to our hospitals pursuant to the Medicare and Medicaid program exceed our costs for such services. The hospital industry is also enduring a period where the costs of providing care are rising faster result, we rely largely on payments made by private or commercial payors, together with certain limited services provided to Medica operating profit.

Industry Overview

We believe that non-urban communities present opportunities for us because of the following factors:

- *Less Competition than Urban Markets.* Because non-urban communities have smaller populations, they generally have fev service providers. Because non-urban hospitals are generally the sole providers of inpatient services in their markets, there we are experiencing an increase in competition from other specialized care providers, including outpatient surgery, oncolo diagnostic centers, as well as competing services rendered in physician offices.
- *Community Focus.* We believe that the local hospital generally is viewed as an integral part of the community. In addition, communities can have a higher level of patient and physician loyalty that fosters cooperative relationships among the local employees, patients and local government authorities.
- *Acquisition Opportunities.* Currently, not-for-profit and governmental entities own most non-urban hospitals. These entitie

capital needed to keep pace with advances in medical technology. In addition, these entities sometimes lack the resources t
in the manner necessary to control hospital expenses, recruit and retain physicians, expand healthcare services and comply
reimbursement and managed care requirements. As a result, patients may migrate, be referred by local physicians, or be en
to travel to hospitals in larger, urban markets. We believe that, as a result of these pressures, many not-for-profit and gover
hospitals who wish to maximize the value of their

Table of Contents

community assets and preserve the local availability of quality healthcare services are interested in selling or leasing these
that is committed to the local delivery of healthcare and that has greater access to capital and management resources. Of th
March 31, 2011, 28 were previously operated by either not-for-profit or governmental entities.

Operating Philosophy

Since inception, our primary mission has been to acquire, develop and operate strong community-based hospitals in non-urban m
an operating philosophy that is focused on the unique patient and provider needs and opportunities in these communities. We seek to
Communities Healthier® by striving to:

- improve the quality and types of healthcare services available in our communities;
- provide physicians with a positive environment in which to practice medicine, with access to necessary equipment and res
- develop and provide a positive work environment for employees;
- expand each hospital's role as a community asset; and
- improve each hospital's financial performance.

We expect our hospitals to be the place where patients choose to come for care, where physicians want to practice medicine and v

Business Strategy

We manage our hospitals in accordance with our operating philosophy and have developed the following strategies as part of our
our existing markets and for new markets.

- *Provide a Positive Environment.* We seek to fulfill our mission of Making Communities Healthier® by striving to improve
healthcare services available in our communities, provide physicians with a positive environment in which to practice med
equipment and resources, develop and provide a positive work environment for employees, expand each hospital's role as
each hospital's financial performance.
- *Focus on Improving Quality.* The quality of healthcare services provided at our hospitals (and the perceived quality of suc
important factor to patients when deciding where to seek care and to physicians when deciding where to practice. Because
for Medicare and Medicaid Services ("CMS") core measure scores ascribed to our hospitals are impacted by the practice o
medical staffs, we have implemented new strategies to work with medical staff members to improve scores at all of our ho
below our average or below management's expectations. Recently, we have seen improvements in our CMS core measure
Assessment of Healthcare Providers & Systems scores, an important measure of patients' perspectives of hospital care. We
improve our scores at our hospitals through targeted strategies, including increased education, when necessary, awareness
action plans.
- *Expand the Breadth of Our Services.* We believe that growth can also be achieved by adding new service lines in our exist
technologies desired by physicians and patients, and demonstrating the quality of care provided in our facilities. For the pa

redesigned operating reviews of our hospitals to pinpoint new service lines or technologies that could reduce the outmigra
markets to receive healthcare services. Where needed service lines have been identified, we have focused on recruiting the
operate such service lines. For example, our hospitals have responded to physician interest in requests for hospitalists by i
hospitalist programs where appropriate. Our hospitals have

Table of Contents

taken other steps, such as structured efforts to solicit input from medical staff members and to promptly respond to legitimate un
offset the impact of outmigration and to grow.

- *Invest in New Technology and Facilities.* While responsibly managing our operating expenses, we have also made significant, ta hospitals to add new technologies, modernize facilities and expand the services available. These investments should assist in our physicians, to offset outmigration of patients and to make our hospitals more desirable to our employees and potential patients.
- *Increase Efficiency.* We also continue to strive to improve our operating performance by improving our revenue cycle processes, purchases through our group purchasing organization, operating more efficiently and effectively, and working to appropriately st procedures and practices across all of our affiliated hospitals. We also believe that our position as the sole acute care hospital in t has allowed us, and will continue to allow us, in many cases to negotiate preferred reimbursement rates with commercial insuran

Additional Information

We are a Delaware corporation. Our principal executive offices are located at 103 Powell Court Brentwood, Tennessee 37027 an address is (615) 372-8500. Our corporate website address is www.lifepointhospitals.com. Information contained on our website or t website is not incorporated by reference in this prospectus and does not constitute a part of this prospectus and you should not rely o

Table of Contents

The Exchange Offer

The summary below describes the principal terms of the exchange offer. See also the section of this prospectus titled "The Exchange
detailed description of the terms and conditions of the exchange offer.

General	In connection with the private placement, we entered into a registration righ in which we agreed, among other things, to deliver this prospectus to you ar the registration statement on Form S-4 of which this prospectus is a part wit original issuance of the outstanding notes. You are entitled to exchange in t outstanding notes for exchange notes, which are identical in all material res except: • the exchange notes will have been registered under the Securities Act; • the exchange notes are not entitled to any registration rights that are applic under the registration rights agreement; and • the provisions of the registration rights agreement that provide for paymer registration default are no longer applicable.
The Exchange Offer	We are offering to exchange up to $400,000,000 aggregate principal amoun 2020 and the related guarantees, which have been registered under the Secu outstanding 6.625% Senior Notes due 2020 and the related guarantees. Outstanding notes may be exchanged only in denominations of $2,000 and excess thereof; provided that the untendered portion of any outstanding note denomination of $2,000. Subject to the satisfaction or waiver of specified conditions, we will exchan outstanding notes that are validly tendered and not validly withdrawn prior offer. We will cause the exchange to be effected promptly after the expiratio
Resale	Based on interpretations by the staff of the SEC set forth in no-action letters believe that the exchange notes issued pursuant to the exchange offer in exc be offered for resale, resold and otherwise transferred by you (unless you ar meaning of Rule 405 under the Securities Act) without compliance with the delivery provisions of the Securities Act, provided that: • you are acquiring the exchange notes in the ordinary course of your busine

Table of Contents

	• you have not engaged in, do not intend to engage in, and have no arrangem person to participate in, a distribution of the exchange notes.
	If you are a broker-dealer and receive exchange notes for your own account notes that you acquired as a result of market-making activities or other tradi acknowledge that you have not entered into any arrangement or understandi affiliate of the Company to distribute such exchange notes and that you will connection with any resale of the exchange notes. See "Plan of Distribution outstanding securities acquired for its own account as a result of market-ma activities and who receives exchange notes in exchange for such outstanding offer, may be considered an underwriter; however, by so acknowledging an broker-dealer will not be deemed to admit that it is an "underwriter" within Act.
Expiration Date	The exchange offer expires at 11:59 p.m., New York City time, on June 28, do not currently intend to extend the expiration date.
Withdrawal	You may withdraw any tender of your outstanding notes at any time prior to offer. We will return to you any of your outstanding notes that are not accep without expense to you, promptly after the expiration or termination of the
Interest on the Exchange Notes and the Outstanding Notes	No interest will be paid on either the exchange notes or the outstanding note The exchange notes will accrue interest from and including the last interest has been paid on the outstanding notes.
	Accordingly, the holders of outstanding notes that are accepted for exchang unpaid interest on such outstanding notes at the time of tender. Rather, that exchange notes delivered in exchange for the outstanding notes on the first expiration date of the exchange offer, which will be October 1, 2011.
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, which we may asser Offer—Conditions to the Exchange Offer."
Procedures for Tendering Outstanding Notes	If you wish to participate in the exchange offer, you must complete, sign an transmittal, or a facsimile of the letter of transmittal, according to the instru and the letter of transmittal. You must then mail or otherwise deliver the let the letter of transmittal, together with the outstanding notes and any other re exchange agent at the address set forth on the cover page of the letter of tran

If you hold outstanding notes through The Depository Trust Company ("DT
exchange offer, you must comply with the procedures under DTC's Automa
which you will agree to be bound by the letter of transmittal.

By signing, or agreeing to be bound by, the letter of transmittal, you will rep
things:

Table of Contents

	• you do not have an arrangement or understanding with any person or entit of the exchange notes;
	• you are not our "affiliate" within the meaning of Rule 405 under the Secur
	• you are not engaged in, and do not intend to engage in, a distribution of th
	• you are acquiring the exchange notes in the ordinary course of your busine
	• if you are a broker-dealer that receives exchange notes for your own accou notes that were acquired as a result of market-making activities, that you arrangement or understanding with the Company or an affiliate of the C exchange notes and you will deliver a prospectus, as required by law, in such exchange notes.
	Any broker-dealer who holds outstanding securities acquired for its own acc making activities or other trading activities and who receives exchange note outstanding notes pursuant to the exchange offer, may be considered an und acknowledging and delivering a prospectus, such broker-dealer will not be d "underwriter" within the meaning of the Securities Act.
Special Procedures for Beneficial Owners	If you are a beneficial owner of outstanding notes that are registered in the n commercial bank, trust company or other nominee, and you wish to tender t exchange offer, you should contact the registered holder promptly and instru those outstanding notes on your behalf. If you wish to tender on your own b completing and executing the letter of transmittal and delivering your outsta appropriate arrangements to register ownership of the outstanding notes in y completed bond power from the registered holder. The transfer of registered considerable time and may not be able to be completed prior to the expiratio
Guaranteed Delivery Procedures	If you wish to tender your outstanding notes and your outstanding notes are cannot deliver your outstanding notes, the letter of transmittal or any other r comply with the procedures under DTC's Automated Tender Offer Program interests, prior to the expiration date, you must tender your outstanding note delivery procedures described under "The Exchange Offer—Guaranteed De
Effect on Holders of Outstanding Notes	As a result of the making of, and upon acceptance for exchange of all validl pursuant to the terms of, the exchange offer, we will have fulfilled a covena agreement. Accordingly, there will be no increase in the interest rate on the

circumstances described in the registration rights agreement. If you do not t
the exchange offer, you will continue to be entitled to all the rights and limi
outstanding notes as set forth in the indenture under which the outstanding n
not have any further obligation to you to provide for the exchange and regis
and related guarantees under the registration rights agreement. To the extent
tendered and accepted in the exchange offer, the trading market for outstand
affected.

Table of Contents

Consequences of Failure to Exchange	All untendered outstanding notes will continue to be subject to the restrictio outstanding notes and in the indenture under which the outstanding notes w outstanding notes may not be offered or sold, unless registered under the Se an exemption from, or in a transaction not subject to, the Securities Act and Other than in connection with the exchange offer, we do not anticipate that notes under the Securities Act.
U.S. Federal Income Tax Consequences of the Exchange Offer	The exchange of outstanding notes for exchange notes in the exchange offe United States federal income tax purposes. See "Certain Material U.S. Fede The Exchange Offer."
Use of Proceeds	We will not receive any cash proceeds from the issuance of exchange notes of Proceeds."
Exchange Agent	The Bank of New York Mellon Trust Company, N.A. is the exchange agent addresses and telephone numbers of the exchange agent are set forth under Agent."

Table of Contents

The Exchange Notes

The summary below describes the principal terms of the notes. Some of the terms and conditions described below are subject to i exceptions. You should carefully read the "Description of Notes" section of this prospectus for a more detailed description of the no

Issuer	LifePoint Hospitals, Inc.
Securities Offered	$400,000,000 aggregate principal amount of senior notes due 2020.
Maturity Date	October 1, 2020.
Interest	Interest on the notes will accrue at the rate of 6.625% per annum, payable se
Interest Payment Dates	We will pay interest on the notes semi-annually on April 1 and October 1 of October 1, 2011.
Ranking	The notes will be our senior unsecured obligations. Accordingly, they will r
	• equal in right of payment to our existing and future senior indebtedness;
	• senior in right of payment to our existing and future subordinated indebted
	• effectively subordinated in right of payment to our secured debt to the exte securing such debt; and
	• structurally subordinated in right of payment to all existing and future inde any of our existing or future non-guarantor subsidiaries.
Guarantees	The notes will be jointly and severally guaranteed on an unsecured senior ba future domestic subsidiaries. Each subsidiary guarantee will rank:
	• equal in right of payment to the guarantor's existing and future senior inde
	• senior in right of payment to the guarantors' existing and future subordina
	• effectively subordinated in right of payment to the secured debt of the gua of the assets securing such debt.
	Our non-guarantor subsidiaries accounted for $80.3 million, or 9.0%, of our

	months ended March 31, 2011 and $358.8 million, or 8.4%, of our assets (e receivables) and $45.0 million, or 2.0%, of our liabilities (excluding interco 2011.
Optional Redemption	We may redeem the notes, in whole or in part, at any time prior to October of the principal amount of the notes redeemed plus an applicable "makewho "Description of Notes—Optional Redemption"), plus accrued and

Table of Contents

	unpaid interest, if any, to the date of redemption. We may redeem the notes, on or after October 1, 2015, at the redemption prices listed under "Descripti Redemption" plus accrued and unpaid interest, if any, to the date of redemp
	At any time before October 1, 2013, we may redeem up to 35% of the aggre notes issued under the indenture with the net cash proceeds of one or more redemption price equal to 106.625% of the principal amount of the notes to unpaid interest; provided that:
	• at least 65% of the aggregate principal amount of the notes remains outsta occurrence of such redemption; and
	• such redemption occurs within 180 days of the date of the closing of any s
	See "Description of Notes—Optional Redemption."
Change of Control	If we experience a change of control under certain circumstances, we must at a price equal to 101% of their principal amount, plus accrued and unpaid date. See "Description of Notes—Repurchase at the Option of Holders—Ch
Covenants	The indenture will contain covenants that, among other things, will limit ou of our subsidiaries to:
	• incur additional indebtedness;
	• pay dividends or repurchase or redeem capital stock;
	• make certain investments;
	• create liens;
	• enter into certain types of transactions with our affiliates; and
	• sell assets or consolidate or merge with or into other companies.
	These and other covenants that will be contained in the indenture are subjec qualifications, which are described under "Description of Notes."
	If, on any date following the issuance date, certain conditions are met, inclu

	notes maintain an investment grade rating, the application to the notes of ce will be suspended during such period that the notes maintain an investment above are also subject to a number of other important limitations and excep Notes—Certain Covenants.”
Risk Factors	See “Risk Factors” beginning on page 13 of this prospectus for important in investment in the notes.
No Prior Market	The exchange notes will be freely transferable but will be new securities for which there will not initially be a market. Accordingly,

Table of Contents

we cannot assure you whether a market for the exchange notes will develop
market that may develop. The initial purchasers in the private offering of th
informed us that they currently intend to make a market in the exchange not
obligated to do so, and they may discontinue any such market-making activ

Table of Contents

Summary Consolidated Historical Financial Data

The following summary consolidated historical financial data is derived from our audited consolidated financial statements for th
December 31, 2010, 2009, 2008, 2007 and 2006 and from our unaudited consolidated financial statements for the three months ende
unaudited consolidated financial statements have been prepared on the same basis as our audited consolidated financial statements a
adjustments, consisting of normal recurring adjustments, that we consider necessary for a fair presentation of our results of operatio
results for any historical period are not necessarily indicative of the results that may be expected for any future period.

This information is only a summary and should be read in conjunction with the more detailed information contained in our Conso
related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annua
year ended December 31, 2010 and our Quarterly Report on Form 10-Q for the period ended March 31, 2011, which are incorporate
prospectus.

(Dollars in millions)	Year Ended December 31, 2010	2009	2008	2007	2006
Revenues	$ 3,262.4	$ 2,962.7	$ 2,700.8	$ 2,568.4	$ 2,336.5
Salaries and benefits	1,270.3	1,170.9	1,065.4	1,006.1	918.0
Supplies	443.0	409.1	372.6	352.2	326.1
Other operating expenses	605.2	538.0	499.8	464.0	397.4
Provision for doubtful accounts	443.8	375.4	313.2	307.0	250.0
Depreciation and amortization	148.5	143.0	132.1	129.4	105.4
Interest expense, net	108.1	103.2	107.7	107.4	105.5
Debt extinguishment costs	2.4	—	—	—	—
Impairment charges	—	1.1	1.2	—	—
	3,021.3	2,740.7	2,492.0	2,366.1	2,102.4
Income from continuing operations before income taxes	241.1	222.0	208.8	202.3	234.1
Provision for income taxes	82.4	80.3	79.9	80.5	91.2
Income from continuing operations	158.7	141.7	128.9	121.8	142.9
Less: Net income attributable to noncontrolling interests	(3.1)	(2.5)	(2.2)	(1.7)	(1.4)
Income from continuing operations attributable to LifePoint Hospitals, Inc.	$ 155.6	$ 139.2	$ 126.7	$ 120.1	$ 141.5

Year Ended December 31,

(Dollars in millions)	2010	2009	2008	2007	2006
Balance Sheet Data (as of end of period):					
Cash & cash equivalents	$ 207.4	$ 187.2	$ 75.7	$ 53.1	$ 12.2
Working capital	$ 498.8	$ 485.9	$ 376.2	$ 373.6	$ 377.7
Property & equipment, net	$ 1,668.6	$ 1,499.4	$ 1,416.0	$ 1,383.0	$ 1,305.4
Total assets	$ 4,162.9	$ 3,873.3	$ 3,680.3	$ 3,635.9	$ 3,638.3
Total debt, excluding unamortized discount of convertible debt instruments	$ 1,651.7	$ 1,502.2	$ 1,516.7	$ 1,517.1	$ 1,668.5
Total LifePoint Hospitals, Inc stockholders' equity	$ 1,887.5	$ 1,827.7	$ 1,652.0	$ 1,629.1	$ 1,471.5

Table of Contents

(Dollars in millions)	Year Ended December 31, 2010	2009	2008	2007	2006
Additional Financial Data:					
Purchases of property and equipment	$ 168.7	$ 166.6	$ 157.6	$ 158.4	$ 194.0
Net cash provided by operating activities—continuing operations	$ 375.7	$ 350.3	$ 346.6	$ 241.4	$ 257.8
Net cash used in investing activities—continuing operations	$ (353.6)	$ (244.1)	$ (185.3)	$ (158.3)	$ (475.8)
Net cash (used in) provided by financing activities—continuing operations	$ (0.3)	$ (13.9)	$ (119.3)	$ (165.6)	$ (148.5)

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[Table of Contents](#)

RISK FACTORS

Before deciding to tender your notes in the exchange offer, you should carefully consider the risks described below, together with al incorporated by reference in this prospectus. Any of the risks described herein could have a material adverse effect on our results of op such case, you may lose all or part of your investment in the notes.

Risks relating to our business

We cannot predict the effect that healthcare reform and other changes in government programs may have on our business, finar operations.

The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (collectively, the "A alters the United States healthcare system and is intended to decrease the number of uninsured Americans and reduce overall healthcare attempts to achieve these goals by, among other things, requiring most Americans to obtain health insurance, expanding Medicare and Medicare and Medicaid payments, including disproportionate share hospital ("DSH") payments to providers, expanding the Medicare p purchasing programs, tying hospital payments to the satisfaction of certain quality criteria, and bundling payments to hospitals and othe Act also contains a number of measures that are intended to reduce fraud and abuse in the Medicare and Medicaid programs, such as re contractors ("RACs") in the Medicaid program, expanding the scope of the federal False Claims Act and generally prohibiting physicia physician owners or increasing the number of beds and operating rooms for which they are licensed. Because a majority of the measure Act do not take effect until 2013, it is difficult to predict the impact the Affordable Care Act will have on our facilities. In addition, ther to the Affordable Care Act, and some courts have ruled that the requirement for individuals to carry health insurance or the Affordable unconstitutional. Several bills have been and will likely continue to be introduced in Congress to repeal or amend all or significant prov is difficult to predict the full impact of the Affordable Care Act due to its complexity, lack of implementing regulations and interpretive delayed implementation, pending court challenges, and possible repeal and/or amendment, as well as our inability to foresee how indivi the choices afforded them by the Affordable Care Act. Depending on further legislative developments, how the pending court challenge Affordable Care Act is ultimately interpreted and implemented, it could have an adverse effect on our business, financial condition and

Our revenues will decline if federal or state programs reduce our Medicare or Medicaid payments or if managed care companies addition, the financial condition of payors and healthcare cost containment initiatives may limit our revenues and profitability.

For the first quarter of 2011, we derived 42.9% of our revenues from the Medicare and Medicaid programs, collectively. The Medic subject to statutory and regulatory changes, administrative rulings, interpretations and determinations concerning patient eligibility requ method of calculating payments or reimbursements, among other things; requirements for utilization review; and federal and state fund materially increase or decrease payments from these government programs in the future, as well as affect the timing of payments to our

We are unable to predict the effect of future government healthcare funding policy changes on our operations. If the rates paid by go the scope of services covered by governmental payors is limited or if we, or one or more of our subsidiaries' hospitals, are excluded fro Medicaid program or any other government healthcare program, there could be a material adverse effect on our business, financial conc flows.

During the past several years, healthcare payors, such as federal and state governments, insurance companies and employers, have u payment methodologies and monitor healthcare costs. As part of their efforts to contain healthcare costs, payors increasingly are deman assumption by healthcare providers of all or a portion of the financial risk relating to paying for care provided, often

Table of Contents

in exchange for exclusive or preferred participation in their benefit plans. We expect efforts to impose greater discounts and more string other payors to continue, thereby reducing the payments we receive for our services. In addition, these payors have instituted policies a or limit the use of inpatient services. For example, CMS has transitioned to full implementation of the MS-DRG system, which represe diagnosis-related group system. Future realignments in the MS-DRG system could impact the margins we receive for certain services. Act provides for material reductions in the growth of Medicare program spending, including reductions in Medicare market basket upd Medicare payments in federal fiscal year 2011 for inpatient hospital services are expected to be slightly lower than payments for the sa 2010 because of reductions resulting from the Affordable Care Act and the MS-DRG implementation.

All of our hospitals are certified as providers of Medicaid services. Medicaid programs are jointly funded by federal and state gover states under an approved plan that provides hospital and other healthcare benefits to qualifying individuals who are unable to afford ca experiencing budget problems and have adopted or are considering legislation designed to reduce their Medicaid expenditures, includi managed care programs and imposing additional taxes on hospitals to help finance or expand states' Medicaid systems. The American 2009 (the "ARRA") and the Education, Jobs, and Medicaid Assistance Act (the "Assistance Act") include increased federal funding fo However, we are unable to predict at this time how this will impact states' ability to provide Medicaid coverage in the future, particula eligibility requirements that become effective in 2014 as part of the Affordable Care Act. It is possible that, despite Congress's actions, to resort to some of the cost saving measures mentioned above. These efforts could have a material adverse effect on our business, fina or cash flows.

For example, one of our hospitals, Memorial Medical Center of Las Cruces, New Mexico ("MMC"), received approximately $38.5 Mexico Sole Community Provider Program (the "SCPP"). While the funds made available to MMC (and other New Mexico hospitals t tied directly to the cost of actual services provided, MMC is required to provide an annual report of its costs to Dona Ana County (the Once desired funding levels were established by Dona Ana County for 2009, the county submitted funds to the New Mexico Human S which in turn were combined with funds sent by other New Mexico counties and then used by the NMHSD to request matching funds the federal matching dollars were made available to the state, the resulting sole community provider payment was made under the SCP hospitals participating in the SCPP) by the NMHSD. The payments made by the NMHSD to hospitals pursuant to the SCPP are based to each participating hospital. The SCPP was created in 1993 and has resulted in significant payments to MMC in prior years. Like ma concern in New Mexico that the SCPP cannot be sustained at current funding levels as a result of budget concerns and other factors. It SCPP will soon be reconstituted. We are not able to predict what changes may be made to the SCPP, but any change in the SCPP is lik MMC.

We are subject to increasingly stringent governmental regulation, and may be subjected to allegations that we have failed to com which could result in sanctions and even greater scrutiny that reduce our revenues and profitability.

All participants in the healthcare industry are required to comply with many laws and regulations at the federal, state and local gove regulations require that hospitals meet various requirements, including those relating to hospitals' relationships with physicians and oth quality of medical care, equipment, personnel, operating policies and procedures, billing and cost reports, payment for services and sup records, privacy, compliance with building codes and environmental protection, among other matters. Many of the laws and regulation complex, and, in public statements, governmental authorities have taken positions on issues for which little official interpretation was p positions appear to be inconsistent with common practices within the industry but have not previously been challenged. In addition, the the enforcing of penalties for violations of these laws and regulations is changing and increasing. For example, in 2010, CMS issued a " hospitals and other providers that wish to self-disclose potential

Table of Contents

violations of the provision of the Social Security Act commonly known as the "Stark law" and attempt to resolve those potential violati liabilities at levels below the maximum penalties and amounts set forth in the statute. In light of the provisions of the Affordable Care A Claims Act liabilities for failing to report and repay known overpayments and return an overpayment within sixty (60) days of the ident date by which a corresponding cost report is due, whichever is later, hospitals and other healthcare providers are encouraged to disclose to CMS. It is likely that self-disclosure of Stark violations will continue in the future. Moreover, some government investigations that h the civil provisions of federal law are now being conducted as criminal investigations under the Medicare fraud and abuse laws.

The healthcare industry has seen a number of ongoing investigations related to patient referrals, physician recruiting practices, cost r laboratory and home healthcare services, physician ownership of hospitals and other healthcare providers, and joint ventures involving state government agencies have announced heightened and coordinated civil and criminal enforcement efforts. In addition, the Office o Department of Health and Human Services (the "OIG") (which is responsible for investigating fraud and abuse activities in governmen of Justice periodically establish targeted enforcement initiatives that focus on specific billing practices or other areas that are highly sus reported savings and expected recoveries for federal healthcare programs of more than $25.9 billion for federal fiscal year 2010 as a res

Hospitals continue to be one of the primary focal areas of the OIG and other governmental fraud and abuse programs. In January 20 Compliance Program Guidance for Hospitals that focuses on hospital compliance risk areas. Some of the risk areas highlighted by the O procedure coding, revising admission and discharge policies to reflect current CMS rules, submitting appropriate claims for supplemen costs and outlier payments and a general discussion of the fraud and abuse risks related to financial relationships with referral sources. I publishes a General Work Plan that provides a brief description of the activities that the OIG plans to initiate or continue with respect to Department of Health and Human Services ("HHS") and details the areas that the OIG believes are prone to fraud and abuse. In additio by the RACs generally include a review of high dollar claims, including inpatient hospital claims. As a result, a large majority of the tot come from hospitals. The Affordable Care Act expands the RAC program's scope to include managed Medicare and to include Medica establish programs to contract with RACs in 2011. In addition, CMS employs Medicaid Integrity Contractors ("MICs") to perform post and identify overpayments. The Affordable Care Act increases federal funding for the MIC program for federal fiscal year 2011 and lat MICs, the state Medicaid agencies and other contractors have also increased their review activities.

The laws and regulations with which we must comply are complex and subject to change. In the future, different interpretations or e regulations could subject our practices to allegations of impropriety or illegality or could require us to make changes in our facilities, eq expenditure programs and operating expenses. If we fail to comply with applicable laws and regulations, we could suffer civil or crimin licenses to operate our hospitals and our ability to participate in the Medicare, Medicaid and other federal and state healthcare programs

Finally, we are subject to various federal, state and local statutes and ordinances regulating the discharge of materials into the enviro generate medical waste, such as pharmaceuticals, biological materials and disposable medical instruments that must be disposed of in c local environmental laws, rules and regulations. Our operations are also subject to various other environmental laws, rules and regulatio may apply when we renovate or refurbish hospitals, particularly older facilities.

We may continue to see the growth of uninsured and "patient due" accounts, and deterioration in the collectability of these acco collections of accounts receivable, results of operations and cash flows.

The primary collection risks associated with our accounts receivable relate to the uninsured patient accounts and patient accounts fo has paid the amounts covered by the applicable agreement,

Table of Contents

but patient responsibility amounts (deductibles and co-payments) remain outstanding. The provision for doubtful accounts relates prima patients. This risk has increased, and will likely continue to increase, as more individuals enroll in high deductible insurance plans or th have no insurance coverage. These trends will likely be exacerbated if general economic conditions remain challenging or if unemploym which we operate rise. As unemployment rates increase, our business strategies to generate organic growth and to improve admissions a hospitals could become more difficult to accomplish.

The amount of our provision for doubtful accounts is based on our assessments of historical collection trends, business and economi state governmental and private employer health coverage and other collection indicators. A continuation in trends that results in increas receivable being comprised of uninsured accounts and deterioration in the collectability of these accounts could adversely affect our co results of operations and cash flows. As enacted, the Affordable Care Act seeks to decrease, over time, the number of uninsured individ Affordable Care Act will, beginning in 2014, expand Medicaid and incentivize employers to offer, and require individuals to carry, hea penalties. However, it is difficult to predict the full impact of the Affordable Care Act due to its complexity, lack of implementing regu gradual and potentially delayed implementation, pending court challenges, and possible repeal and/or amendment, as well as our inabili businesses will respond to the choices afforded them by the Affordable Care Act. In addition, even after implementation of the Afforda experience bad debts and be required to provide uninsured discounts and charity care for undocumented aliens who are not permitted to exchange or government healthcare programs.

Controls designed to reduce inpatient services may reduce our revenues.

Controls imposed by Medicare, Medicaid, and commercial third-party payors designed to reduce admissions and lengths of stay, co review," have affected and are expected to continue to affect our facilities. Federal law contains numerous provisions designed to ensur to Medicare and Medicaid patients meet professionally recognized standards and are medically necessary and that claims for reimburse provisions include a requirement that a sampling of admissions of Medicare and Medicaid patients must be reviewed by quality improv the appropriateness of Medicare and Medicaid patient admissions and discharges, the quality of care provided, the validity of MS-DRG appropriateness of cases of extraordinary length of stay or cost on a post-discharge basis. Quality improvement organizations may deny and also have the authority to recommend to the HHS that a provider which is in substantial noncompliance with the standards of the qu excluded from participation in the Medicare program. The Affordable Care Act potentially expands the use of prepayment review by M statutory restrictions on their use, and, as a result, efforts to impose more stringent cost controls are expected to continue. Utilization re non-governmental managed care organizations and other third-party payors. Inpatient utilization, average lengths of stay and occupancy affected by payor-required preadmission authorization and utilization review and by third party payor pressure to maximize outpatient a services for less acutely ill patients. Although we are unable to predict the effect these controls and changes will have on our operations services reimbursed and on reimbursement rates and fees could have a material, adverse effect on our business, financial position and re

The industry trend towards value-based purchasing may negatively impact our revenues.

There is a trend in the healthcare industry toward value-based purchasing of healthcare services. These value-based purchasing prog quality data and preventable adverse events tied to the quality and efficiency of care provided by facilities. Governmental programs inc currently require hospitals to report certain quality data to receive full reimbursement updates. In addition, Medicare does not reimburs preventable adverse events. Many large commercial payors currently require hospitals to report quality data, and several commercial pa certain preventable adverse events.

Table of Contents

The Affordable Care Act contains a number of provisions intended to promote value-based purchasing. Effective July 1, 2011, the A
use of federal funds under the Medicaid program to reimburse providers for medical assistance provided to treat hospital acquired cond
condition that is acquired by a patient while admitted as an inpatient at a hospital, such as a surgical site infection. Beginning in federal
into the top 25% of national risk-adjusted HAC rates for all hospitals in the previous year will receive a 1% reduction in their total Med
excessive readmissions for conditions designated by HHS will receive reduced payments for all inpatient discharges, not just discharges
the excessive readmission standard.

The Affordable Care Act also requires HHS to implement a value-based purchasing program for inpatient hospital services. The Aff
reduce inpatient hospital payments for all discharges by a percentage beginning at 1% in federal fiscal year 2013 and increasing by 0.25
federal fiscal year 2017 and subsequent years. HHS will pool the amount collected from these reductions to fund payments to reward h
quality performance standards established by HHS. HHS will determine the amount each hospital that meets or exceeds the quality perf
the pool of dollars created by these payment reductions.

We expect value-based purchasing programs, including programs that condition reimbursement on patient outcome measures, to bec
higher percentage of reimbursement amounts. We are unable at this time to predict how this trend will affect our results of operations, b
revenues.

The lingering effects of the economic recession could materially adversely affect our financial position, results of operations or c

The United States economy recently emerged from an economic recession and unemployment levels remain high. While certain hea
discretionary and may not be significantly impacted by economic downturns, other types of healthcare spending may be adversely impa
patients are experiencing personal financial difficulties or have concerns about general economic conditions, they may choose:

- to defer or forego elective surgeries and other non-emergent procedures, which are generally more profitable lines of business
- a high-deductible insurance plan or no insurance at all, which increases a hospital's dependence on self-pay revenue. Moreover
patients may seek care in our emergency rooms.

We are unable to determine the specific impact of these economic conditions on our business at this time, but we believe that the lin
recession could have an adverse impact on our operations and could impact not only the healthcare decisions of our patients, but also th
providers and other counterparties to transactions with us.

The failure of certain employers, or the closure of certain manufacturing and other facilities in our markets, can have a dispropo

The economies in the non-urban communities in which our hospitals operate are often dependant on a small number of large employ
other facilities. These employers often provide income and health insurance for a disproportionately large number of community reside
for care. The failure of one or more large employers, or the closure or substantial reduction in the number of individuals employed at m
located in or near many of the non-urban communities in which our hospitals operate, could cause affected employees to move elsewhe
coverage that was otherwise available to them. The occurrence of these events may cause a material reduction in our revenues and resul
business strategies intended to generate organic growth and improve operating results at our hospitals.

Table of Contents

If we do not effectively attract, recruit and retain qualified physicians, our ability to deliver healthcare services efficiently will be

As a general matter, only physicians on our medical staffs may direct hospital admissions and the services ordered once a patient is a the success of our hospitals depends in part on the number and quality of the physicians on the medical staffs of our hospitals, the admi and maintaining good relations with those physicians.

The success of our efforts to recruit and retain quality physicians depends on several factors, including the actual and perceived qual hospitals, our ability to meet demands for new technology and our ability to identify and communicate with physicians who want to pra particular, we face intense competition in the recruitment and retention of specialists because of the difficulty in convincing these indiv remaining in practice in non-urban communities. If the non-urban communities in which our hospitals operate are not seen as attractive attracting and retaining physicians to practice in our communities. We may not be able to recruit all of the physicians we target. In addi malpractice expense if the quality of physicians we recruit does not meet our expectations.

Additionally, our ability to recruit physicians is closely regulated. For example, the types, amount and duration of assistance we can limited by the Stark law, the anti-kickback provisions of the Social Security Act (the “Anti-kickback Statute”), state anti-kickback statu example, the Stark law requires, among other things, that recruitment assistance can only be provided to physicians who meet certain g that the amount of assistance cannot be changed during the term of the recruitment agreement, and that the recruitment payments canno currently in practice in the community beyond recruitment costs actually incurred by them. In addition to these legal requirements, ther communities and facilities for these physicians, and this competition continues after the physician is practicing in one of our communiti

The profitability of our employed physicians will be affected by changes in the Medicare and Medicaid payment rates.

In recent years, physician payment amounts have been determined on a year by year basis. If the sustainable growth rate provision o to the physician fee schedule in January 2012 as required by current legislation, Medicare payments will decrease by approximately 29. employment by acute care hospitals has become more common as a result of actual and potential reductions in payment amounts for ph employing physicians is consistent with industry trends. Employed physicians could present more direct risks to us than those presented hospitals’ medical staffs. The combination of increased salary cuts and potential liabilities are significant and if this trend continues, co results of operations.

Our hospitals face competition for staffing, which may increase labor costs and reduce profitability.

In addition to our physicians, the operations of our hospitals are dependent on the efforts, abilities and experience of our managemen such as nurses, pharmacists and lab technicians. We compete with other healthcare providers in recruiting and retaining qualified manag responsible for the day-to-day operations of each of our hospitals, including nurses and other non-physician healthcare professionals. In availability of nurses and other medical support personnel presents a significant operating issue. This shortage may require us to enhanc retain nurses and other medical support personnel, recruit personnel from foreign countries, and hire more expensive temporary or cont in which we operate could adopt mandatory nurse-staffing ratios or could reduce mandatory nurse staffing ratios already in place. State significantly affect labor costs and have an adverse impact on revenues if we are required to limit admissions in order to meet the requir we may not be able to raise rates to offset these increased costs. We also depend on the available labor pool of semi-skilled and unskille in which we operate. Because a significant percentage of our revenue consists of fixed, prospective payments, our ability to pass along Our failure to recruit and retain qualified

Table of Contents

management, nurses and other medical support personnel, or to control our labor costs could have a material adverse effect on our finar
operations.

The loss of certain physicians can have a disproportionate impact on certain of our hospitals.

Generally, the top ten attending physicians within each of our facilities represent a large share of our inpatient revenues and admissi physicians — even if temporary — could cause a material reduction in our revenues, which could take significant time to replace given with recruiting and retaining physicians.

We may be subjected to actions brought by the government under anti-fraud and abuse provisions or by individuals on the gover Claims Act's "qui tam" or "whistleblower" provisions.

We are subject to the Anti-kickback Statute, which prohibits healthcare service providers from paying or receiving remuneration to i patients or purchase of items or services covered by a federal or state healthcare program. We are also subject to the Stark law, which p Medicare and Medicaid patients to selected types of healthcare entities in which they or any of their immediate family members have o relationship unless an exception applies. If regulatory authorities determine that any of our hospitals' arrangements violate the Anti-kicl be subject to a number of significant liabilities such as criminal penalties (for violations of the Anti-kickback Statute), civil monetary p participation in Medicare, Medicaid or other federal healthcare programs, any of which could impair our ability to operate one or more

The federal False Claims Act prohibits providers from, among other things, knowingly submitting false claims for payment to the fe "whistleblower" provisions of the False Claims Act allow private individuals to bring actions under the False Claims Act on behalf of t are entitled to share in any amounts recovered by the government, and, as a result, the number of "whistleblower" lawsuits that have be increased significantly in recent years. Defendants found to be liable under the federal False Claims Act may be required to pay three ti the government, plus mandatory civil penalties ranging between $5,500 and $11,000 for each separate false claim.

There are many potential bases for liability under the False Claims Act. The government has used the False Claims Act to prosecute healthcare program fraud such as coding errors, billing for services not provided, submitting false cost reports, and providing care that i substandard in quality. The Affordable Care Act also provides that claims submitted in connection with patient referrals that result from Statute constitute false claims for the purposes of the federal False Claims Act, and some courts have held that a violation of the Stark l liability, as well. In addition, a number of states have adopted their own false claims and whistleblower provisions whereby a private pa court. We are required to provide information to our employees and certain contractors about state and federal false claims laws and wh protections.

Although we intend and will endeavor to conduct our business in compliance with all applicable federal and state fraud and abuse la worded and may be interpreted or applied in ways that cannot be predicted. Therefore, we cannot assure you that our arrangements or b to government scrutiny or be found to be in compliance with applicable fraud and abuse laws.

If our access to licensed information systems is interrupted or restricted, or if we are not able to integrate changes to our existing information systems of acquired hospitals, our operations could suffer.

Our business depends significantly on effective information systems to process clinical and financial information. Information syster of significant resources to maintain and enhance existing systems and develop new systems in order to keep pace with continuing chang technology. We rely heavily on HCA-Information Technology and Services, Inc., ("HCA-IT"), for information systems. HCA-IT provi patient accounting and network information services. HCA's

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Table of Contents

primary business is to own and operate hospitals, not to provide information systems. We do not control HCA-IT's systems. If these sy access to these systems is limited in the future or if HCA-IT develops systems more appropriate for the urban healthcare market and no operations could suffer. Our existing contract with HCA-IT, expires on December 31, 2017 (including a wind-down period) unless exte

System conversions are costly, time consuming and disruptive for physicians and employees. Some of our hospitals have recently co from the system provided by HCA-IT to another third party information system. Implementation of such conversions are very costly an large scale, could have a material adverse effect on our business, financial condition, results of operations or cash flows.

In addition, as new information systems are developed in the future, we will need to integrate them into our existing systems. Evolvi standards, such as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and meaningful use regulations, may re systems in the future. We may not be able to integrate new systems or changes required to our existing systems or systems of acquired on a cost-efficient basis.

If we fail to effectively and timely implement electronic health record systems, our operations could be adversely affected.

As required by ARRA, the Secretary of HHS is in the process of developing and implementing an incentive payment program for el professionals that adopt and meaningfully use electronic health record ("EHR") technology. HHS intends to use the Provider Enrollmen ("PECOS") to verify Medicare enrollment prior to making EHR incentive program payments. If our hospitals and employed profession requirements for participation in the incentive payment program, including having an enrollment record in PECOS, we will not be eligi that could offset some of the costs of implementing EHR systems. Further, beginning in federal fiscal year 2015, eligible hospitals and meaningful use of certified EHR technology will be subject to reduced payments from Medicare. System conversions to comply with E disruptive for physicians and employees. Failure to implement EHR systems effectively and in a timely manner could have a material a position and results of operations.

We may have difficulty acquiring hospitals on favorable terms.

One element of our business strategy is expansion through the acquisition of acute care hospitals in non-urban markets. We face sig attractive non-urban hospitals, and we may not find suitable acquisitions on favorable terms. Our primary competitors for acquisitions exempt hospitals and hospital systems and privately capitalized start-up companies. Buyers with a strategic desire for any particular hos located near existing hospitals or those who will realize economic synergies — have demonstrated an ability and willingness to pay pre buyers, as a result, can present a competitive barrier to our acquisition efforts.

Given the increasingly challenging regulatory and enforcement environment, our ability to acquire hospitals could be negatively imp material unresolved compliance issues, including obligations to self-report violations of law or outstanding obligations to pay amounts protocol or other laws. We could experience delays in closing or fail to close transactions with targets that initially were attractive but b poor compliance program, material non-compliance with laws or failure to timely address compliance risks.

The cost of an acquisition could result in a dilutive effect on our results of operations, depending on various factors, including the ar acquired hospital's results of operations, allocation of purchase price, effects of subsequent legislation and limitations on rate increases. experienced temporary delays in improving the operating margins or effectively integrating the operations of our acquired hospitals. In improve the operating margins of acquired hospitals, operate them profitably or effectively integrate their operations, we may be unabl

Table of Contents

Even if we are able to identify an attractive target, we may not be able to obtain financing, if necessary, for any acquisitions or joint
be required to borrow at higher rates and on less favorable terms. We may incur or assume additional indebtedness as a result of acquisi
urban hospitals consistent with our growth plans could prevent us from increasing our revenues.

In recent years, the legislatures and attorneys general of several states have become more interested in sales of hospitals by tax-exem
may increase the cost and difficulty, or prevent the completion, of transactions with tax-exempt organizations in the future.

We may encounter difficulty operating and integrating acquired hospitals.

We may be unable to timely and effectively integrate any hospitals that we acquire with our ongoing operations. We may experience
procedures and systems in newly acquired hospitals. Integrating an acquired hospital could be expensive and time consuming and could
negatively affect cash flow and distract management and other key personnel. In addition, acquisition activity requires transitions from,
and, usually, information systems that are used by acquired hospitals. We will rely heavily on HCA-IT and other third parties for inform
a contractual arrangement for information technology services. We may not be successful in causing HCA-IT and other third parties to
hospitals' information systems in a timely manner.

If we acquire hospitals with unknown or contingent liabilities, we could become liable for material obligations.

Businesses we have acquired, or businesses we may acquire may have unknown or contingent liabilities for past activities of acquire
failure to comply with healthcare laws and regulations, medical and general professional liabilities, worker's compensation liabilities, p
unacceptable business practices. Although we have historically obtained, and we intend to continue to obtain, contractual indemnificati
matters, any indemnification obtained from sellers may be insufficient to cover material claims or liabilities for past activities of acquir

Other hospitals and outpatient facilities provide services similar to those which we offer. In addition, physicians provide services provided in our hospitals. These factors increase the level of competition we face and may therefore adversely affect our revenue

Competition among hospitals and other healthcare service providers, including outpatient facilities, has intensified in recent years. W
including larger tertiary care centers located in larger metropolitan areas, and with physicians who provide services in their offices whic
our hospitals. Although the hospitals with which we compete may be a significant distance away from our facilities, patients in our mar
may be referred by local physicians to, or may be encouraged by their health plan to travel to these hospitals. Furthermore, some of the
may offer more or different services than those available at our hospitals, may have more advanced equipment or may have a medical s
qualified. Also, some of the hospitals that compete with our facilities are owned by tax-supported governmental agencies or not-for-pro
and charitable contributions. These hospitals, in most instances, are also exempt from paying sales, property and income taxes.

We also face very significant and increasing competitions from services offered by physicians (including physicians on our medical
specialized care providers, including outpatient surgery, oncology, physical therapy and diagnostic centers (including many in which ph
interest). Some of our hospitals have and will seek to develop outpatient facilities where necessary to compete effectively. However, to
successful in developing outpatient facilities or physicians are able to offer additional, advanced services in their offices, our market sha
decrease in the future.

Quality of care and value-based purchasing have also become significant trends and competitive factors in the healthcare industry. In
performance data relating to ten quality measures that hospitals submit in connection with their Medicare reimbursement. Since that tim

Table of Contents

increased the number of quality measures hospitals are required to report in order to receive the full Medicare inpatient prospective pay prospective payment system ("OPPS") market basket updates. In addition, the Medicare program no longer reimburses hospitals for the preventable adverse events, and many private healthcare payors have adopted similar policies. If the public performance data become a choose to receive care, and if competing hospitals have better results than our hospitals on those measures, we would expect that our pa

Our revenues are especially concentrated in a small number of states which will make us particularly sensitive to regulatory and

Our revenues are particularly sensitive to regulatory and economic changes in states in which we generate the majority of our revenu New Mexico, Tennessee, West Virginia, Alabama, Arizona, Louisiana and Texas. The following table contains our revenues and reven revenues by state for each of these states for the years presented (dollars in millions):

	Revenue Concentration by State			
	Amount			
	2010	2009	2008	2010
Kentucky	$ 544.8	$ 485.5	$ 465.0	16.7%
Virginia	404.7	384.1	381.6	12.4
New Mexico	295.4	288.0	245.7	9.1
Tennessee	293.9	225.5	223.2	9.0
West Virginia	273.7	250.7	243.4	8.4
Alabama	236.9	209.6	203.2	7.3
Arizona	216.7	195.2	173.8	6.6
Louisiana	212.3	204.2	194.6	6.5
Texas	148.2	139.9	142.3	4.5

Accordingly, any change in the current demographic, economic, competitive or regulatory conditions in the above-mentioned states business, financial condition, results of operations and/or prospects. Medicaid changes in these states could also have a material advers condition, results of operations or cash flows.

If we do not continually enhance our hospitals with the most recent technological advances in diagnostic and surgical equipmen expand our markets may be adversely affected.

Technological advances, including with respect to computer-assisted tomography scanner (CTs), magnetic resonance imaging (MRI scanner (PETs) equipment, continue to evolve. In addition, the manufacturers of such equipment often provide incentives to try to incre favorable financing to higher credit risk organizations. In an effort to compete, we must continually assess our equipment needs and up technological improvements. We believe that the direction of the patient flow correlates directly to the level and intensity of such diagn

We have substantial indebtedness and we may incur significant amounts of additional indebtedness in the future which could af and capital expenditures, pursue desirable business opportunities or successfully operate our business in the future.

As of March 31, 2011, our consolidated debt, excluding the unamortized discount of convertible debt instruments, was approximatel ability to incur significant amounts of additional indebtedness, subject to the conditions imposed by the terms of our credit agreement a governing any additional indebtedness that we incur in the future. As of December 31, 2010, revolving loans available for borrowing u $318.9 million, net of outstanding letters of credit of $31.1 million. Additionally, our credit agreement contains uncommitted "accordio at a later date additional aggregate principal amounts of up to $650.0 million under the term A and the term B loan components and up revolving loan component, subject to obtaining additional lender commitments and the satisfaction of other conditions. Our ability to re

Table of Contents

indebtedness will depend upon our ability to monetize our interests in our hospital assets and our operating performance, which may be financial, competitive, regulatory, business and other factors beyond our control.

Although we believe that our future operating cash flow, together with available financing arrangements, will be sufficient to fund o leverage and debt service obligations could have important consequences, including the following:

- Under our credit agreement, we are required to satisfy and maintain specified financial ratios and tests. Failure to comply with of default which, if not cured or waived, could require us to repay substantial indebtedness immediately. Moreover, if debt repa subject to higher interest rates on our debt obligations as a result of these covenants and our credit ratings may be adversely im
- We may be vulnerable in the event of downturns and adverse changes in the general economy or our industry. Specific exampl have an adverse impact on our cash flow include the implementation by the government of further limitations on reimbursemen
- We may have difficulty obtaining additional financing at favorable interest rates to meet our requirements for working capital, general corporate or other purposes.
- We will be required to dedicate a substantial portion of our cash flow to the payment of principal and interest on indebtedness, funds available for operations, capital expenditures and future acquisitions.
- Any borrowings we incur at variable interest rates expose us to increases in interest rates generally.
- A breach of any of the restrictions or covenants in our debt agreements could cause a cross-default under other debt agreement indebtedness immediately if we default on any of the numerous financial or other restrictive covenants contained in the debt ag we will have, or will be able to obtain, sufficient funds to make these accelerated payments. If any senior debt is accelerated, o repay such indebtedness and our other indebtedness.
- In the event of a default, we may be forced to pursue one or more alternative strategies, such as restructuring or refinancing our reducing or delaying capital expenditures or seeking additional equity capital. There can be no assurances that any of these stra satisfactory terms, if at all, or that sufficient funds could be obtained to make these accelerated payments.

Covenant restrictions under our senior secured credit facilities and our indenture will impose significant operating and financia our ability to operate our business and to make payments on the notes and other outstanding indebtedness. The exceptions to the allow us to refinance subordinated indebtedness with senior indebtedness.

The credit agreement that governs our senior secured credit facilities and the indenture that will govern the notes contain covenants t future operations or capital needs, to take advantage of other business opportunities that may be in our interest or to satisfy our obligatio restrict our ability to, among other things:

- incur or guarantee additional debt or extend credit;
- pay dividends or make distributions on, or redeem or repurchase, our capital stock or certain
- other debt;

- make other restricted payments, including investments;
- dispose of assets;
- engage in transactions with affiliates;
- enter into agreements restricting our subsidiaries' ability to pay dividends;
- create liens on our assets or engage in sale/leaseback transactions; and
- effect a consolidation or merger, or sell, transfer, lease all or substantially all of our assets.

The limitations in our credit agreement for our senior secured credit facilities, our indenture or other instruments governing indebted may restrict our ability to repay existing outstanding indebtedness. Subject to certain conditions, holders of the $3\frac{1}{2}$% convertible senior $3\frac{1}{4}$% convertible senior subordinated debentures due 2025 may convert their securities for cash, and if applicable, shares in common st notes offered hereby. Failure to repay the $3\frac{1}{2}$% convertible senior subordinated notes due 2014 or $3\frac{1}{4}$% convertible senior subordinate or upon conversion of the securities may result in a default.

Subject to certain conditions, the provisions of our indenture may also allow us to refinance indebtedness that is subordinated in righ indebtedness that would rank pari passu with the notes.

We may be subject to liabilities because of malpractice and related legal claims brought against our hospitals or our employed ph these claims, we could be required to pay significant damages, which may not be covered by insurance.

We may be subject to medical malpractice lawsuits and other legal actions arising out of the operations of our owned and leased hos employed physicians. These actions may involve large claims and significant defense costs. In an effort to resolve one or more of these a settlement. Amounts we pay to settle any of these matters may be material. We maintain professional and general liability insurance w carriers to provide for losses in excess of our SIR amount. As a result, one or more successful claims against us that are within our SIR effect on our results of operations, cash flows, financial condition or liquidity. Also, some of these claims could exceed the scope of the particular claims could be denied. In addition, we operate a wholly-owned captive insurance company under the name Point of Life Ind malpractice insurance policies to our employed physicians.

Insurance coverage in the future may not continue to be available at a cost allowing us to maintain adequate levels of insurance with or more of our insurance carriers may become insolvent and unable to fulfill its obligation to defend, pay or reimburse us when that obl physicians using our hospitals may be unable to obtain insurance on acceptable terms, which could result in these physicians not being requirements in the applicable hospital medical staff bylaws or necessitate a reduction in the level of insurance required to be carried un

Our revenues and volume trends may be adversely affected by certain factors over which we have no control.

Our revenues and volume trends are dependent on many factors, including physicians' clinical decisions and availability, payor prog based environment, whether or not certain services are offered, seasonal and severe weather conditions, including the effects of extreme tornados, earthquakes, current local economic and demographic changes, the intensity and timing of yearly flu outbreaks. In addition, te pharmaceutical improvements may reduce the demand for healthcare services or the profitability of the services we offer.

Table of Contents

If our fair value declines, a material non-cash charge to earnings from impairment of our goodwill could result.

As of March 31, 2011, we had approximately $1,551.2 million of goodwill. We expect to recover the carrying value of this goodwil
evaluate annually, based on our fair value, whether the carrying value of our goodwill is impaired. If the carrying value of our goodwill
non-cash charge to earnings.

Certificate of need laws and regulations regarding licenses, ownership and operation may impair our future expansion in some s

Some states require prior approval for the purchase, construction and expansion of healthcare facilities, based on the state's determi
expanded healthcare facilities or services. Ten states in which we operate hospitals require a certificate of need for capital expenditures
changes in bed capacity or services, and for certain other planned activities. We may not be able to obtain certificates of need required f
In addition, all of the states in which we operate facilities require hospitals and most healthcare providers to maintain one or more licen
certificate of need or license, our ability to operate or expand operations in those states could be impaired.

In states without certificate of need laws, competing providers of healthcare services are able to expand and construct facilities w regulatory approval.

In the seven states in which we operate that do not require certificates of need for the purchase, construction and expansion of health
healthcare providers face low barriers to entry and expansion. If competing providers of healthcare services are able to purchase, constr
without the need for regulatory approval, we may face decreased market share and revenues in those markets.

Different interpretations of accounting principles could have a material adverse effect on our results of operations or financial c

Generally accepted accounting principles are complex, continually evolving and may be subject to varied interpretation by us, our in
accounting firm and the SEC. Such varied interpretations could result from differing views related to specific facts and circumstances. I
generally accepted accounting principles could have a material adverse effect on our results of operations or financial condition.

Our stock price has been and may continue to be volatile; any significant decline may result in litigation.

The trading price of our common stock has been and may continue to be subject to wide fluctuations. This may result in stockholder
management's time away from operations and could result in higher legal fees and proxy costs.

- Our stock price may fluctuate in response to the results of our operations and to a number of events and factors, including:
- actual or anticipated quarterly variations in operating results, particularly if they differ from investors' expectations;
- changes in financial estimates and recommendations by securities analysts;
- changes in government regulations including those relating to reimbursement and operational policies and procedures;
- the operating and stock price performance of other companies that investors may deem comparable;
- changes in overall economic factors in our markets;

Table of Contents

- news reports relating to trends or events in our markets; and
- issues associated with integration of the hospitals that we acquire.

Broad market and industry fluctuations may adversely affect the price of our common stock, regardless of our operating performanc

As a result of the above factors, we could be subjected to potential stockholder lawsuits. Such lawsuits are time consuming and expe lawsuits divert management's time and attention from operations. Such lawsuits also force us to incur substantial legal fees and proxy c

Risks relating to the notes

Your ability to enforce the guarantees of the notes may be limited.

Although the notes are our obligations, they will be unconditionally guaranteed on an unsecured senior basis by certain of our dome each guarantor of its obligations with respect to its guarantee may be subject to review under relevant federal and state fraudulent conve bankruptcy or reorganization case or lawsuit by or on behalf of unpaid creditors of such subsidiary guarantor. Under these statutes, if a federal or state fraudulent conveyance statutes that a subsidiary guarantor did not receive fair consideration or reasonably equivalent va notes, and that, at the time of such incurrence, the subsidiary guarantor: (i) was insolvent; (ii) was rendered insolvent by reason of such engaged in a business or transaction for which the assets remaining with such subsidiary guarantor constituted unreasonably small capit believed that it would incur, debts beyond its ability to pay such debts as they matured, then the court, subject to applicable statutes of l guarantor's obligations under its guarantee, recover payments made under the guarantee, subordinate the guarantee to other indebtednes other action detrimental to the holders of the notes.

In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. In addit provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obliga fraudulent conveyance. This provision may not be effective to protect the guarantees from being voided under fraudulent conveyance la obligations or reduce the guarantor's obligations to an amount that effectively makes the guarantee worthless. In a recent Florida bankr was found to be ineffective to protect the guarantees. Further, the voidance of the notes could result in an event of default with respect t debt that could result in acceleration of such debt.

The measure of insolvency for these purposes will depend upon the governing law of the relevant jurisdiction. Generally, however, a insolvent for these purposes if the sum of that company's debts is greater than the fair value of all of that company's property or if the p company's assets is less than the amount that will be required to pay its probable liability on its existing debts as they become absolute able to pay its debts as they become due. Moreover, regardless of solvency, a court could void an incurrence of indebtedness, including such transaction was made with the intent to hinder, delay or defraud creditors. In addition, a court could subordinate the indebtedness, claims of all existing and future creditors on similar grounds. The guarantees also could be subject to the claim that, since the guarantee only indirectly for the benefit of the subsidiary guarantors, the obligations of the subsidiary guarantors under the guarantees were incurr equivalent value or fair consideration.

There can be no assurance as to what standard a court would apply in order to determine whether a subsidiary guarantor was "insolv that, regardless of the method of valuation, a court would not determine that the subsidiary guarantor was insolvent upon consummatio concludes that a guarantee is voided or limited on fraudulent conveyance grounds, other senior creditors of ours may have priority over the assets of the relevant guarantor.

e424b3

[Table of Contents](#)

The notes will be structurally subordinated to all obligations of our non-guarantor subsidiaries and effectively subordinated to o

We are a holding company and hold most of our assets at, and conduct most of our operations through, direct and indirect subsidiari results of operations depend on the results of operations of our subsidiaries. Moreover, we are dependent on dividends or other intercon subsidiaries to meet our debt service and other obligations. The ability of our subsidiaries to pay dividends or make other payments or a operating results and will be subject to applicable laws and restrictions contained in agreements governing the debt of such subsidiaries

The claims of creditors of our non-guarantor subsidiaries, including trade creditors, will generally have priority as to the assets of su creditors, including the holders of notes. As of March 31, 2011, the aggregate amount of debt of our non-guarantor subsidiaries, includi intercompany payables, was approximately $45.0 million. Our non-guarantor subsidiaries accounted for $80.3 million, or 9.0%, of our ended March 31, 2011 and $358.8 million, or 8.4%, of our assets (excluding intercompany receivables) and $45.0 million, or 2.0%, of intercompany liabilities) as of March 31, 2011.

In addition, the notes are our general unsecured obligations. Therefore, the notes will be effectively subordinated to our and the guar the value of the collateral. As of March 31, 2011, we and the guarantors' had approximately $451.2 million of secured debt.

We are permitted to create unrestricted subsidiaries, which generally will not be subject to any of the covenants in the indenture, the cash flow or assets of those unrestricted subsidiaries to pay our indebtedness.

Unrestricted subsidiaries will generally not be subject to the covenants under the indenture. Unrestricted subsidiaries may enter into their ability to make loans or other payments to fund payments in respect of the notes. Accordingly, we may not be able to rely on the c subsidiaries to pay any of our indebtedness, including the notes. See "Description of Notes" for further information.

Our ability to repurchase the notes upon a change of control or in connection with an asset sale repurchase may be limited.

In the event of certain changes of control involving us, you will have the right, at your option, to require us to purchase all or a porti purchase price equal to 101% of the aggregate principal amount of your notes, plus accrued interest thereon to the repurchase date. In a we may be required by the terms of the indenture to make an offer to repurchase notes with proceeds from asset sales. Our ability to rep control or in connection with an asset sale repurchase will be dependent on the availability of sufficient funds and our ability to comply Accordingly, there can be no assurance that we will be in a position to repurchase the notes upon a change of control or in connection w

Also, our ability to repurchase the notes upon a change of control is materially limited by covenants in our senior secured credit faci notes upon the occurrence of a change in control will constitute an event of default under the indenture governing the notes. This defaul of default under our senior secured credit facilities and may constitute an event of default under any future agreement governing our se the related indebtedness to be accelerated after any applicable notice or cure periods. If such indebtedness were to be accelerated, we m repurchase the Notes and repay the indebtedness.

The term "change of control" under the indenture is limited to certain specified transactions and may not include other events that m condition or result in a downgrade of the credit rating (if any) of the notes, nor would the requirement that we offer to repurchase the no necessarily afford holders of the notes protection in the event of a highly leveraged reorganization. See "Description of Notes—Repurc Change of control."

Table of Contents

We must rely on payments from our subsidiaries to make cash payments on the Notes, and our subsidiaries are subject to variou payments.

We are a holding company and hold our assets at, and conduct our operations through, direct and indirect subsidiaries. In order to m our other obligations, we depend upon receiving payments from our subsidiaries. In particular, we may be dependant on dividends and indirect subsidiaries to service our obligations. You will not have any direct claim on the cash flow or assets of our non-guarantor opera guarantor operating subsidiaries have no obligation, contingent or otherwise, to pay amounts due under the notes or the subsidiary guar us for those payments. In addition, the payment of dividends and the making of loans and advances to us by our subsidiaries may be su and future debt of certain of these subsidiaries may prohibit the payment of dividends or the making of loans or advances to us. In addit make payments, loans or advances to us may be limited by the laws of the relevant jurisdictions in which such subsidiaries are organize described above could make it more difficult for a guarantor to service its obligations and therefore adversely affect our ability to servic notes. If payments are not made to us by our subsidiaries, we may not have any other sources of funds available that would permit us to

There is currently no public market for the notes, and an active trading market may not develop for the notes. The failure of a m adversely affect the liquidity and value of your notes.

The notes are a new issue of securities, and there is no existing market for the notes. We do not intend to apply for listing of the note quotation of the notes on any automated dealer quotation system. We have been advised by the initial purchasers that following the com initial purchasers currently intend to make a market in the notes. However, they are not obligated to do so and any market-making activ discontinued by them at any time without notice. In addition, any market-making activity will be subject to limits imposed by law. A m and there can be no assurance as to the liquidity of any market that may develop for the notes. If an active, liquid market does not devel and liquidity of the notes may be adversely affected. If any of the notes are traded after their initial issuance, they may trade at a discou

The liquidity of the trading market, if any, and future trading prices of the notes will depend on many factors, including, among othe operating results, financial performance and prospects, the market for similar securities and the overall securities market, and may be ad changes in these factors.

A breach of a covenant in our debt instruments could cause acceleration of a significant portion of our outstanding indebtednes

A breach of a covenant or other provision in any debt instrument governing our current or future indebtedness could result in a defau ability to comply with these covenants and other provisions may be affected by events beyond our control, and we cannot assure you th these covenants and other provisions. Upon the occurrence of an event of default under any debt instrument, the lenders or holders of su declare all amounts outstanding to be immediately due and payable and terminate all commitments to extend further credit. If we were u lenders or holders of such debt instruments could proceed against collateral granted to them, if any, to secure the indebtedness. If our cu such debt instruments accelerate the payment of the indebtedness owed to them, we cannot assure you that our assets would be sufficie indebtedness.

If the notes are rated investment grade at any time by both Standard & Poor's Ratings Service and Moody's Investors Service, In contained in the indenture governing the notes will be suspended.

If, at any time, the credit rating on the notes, as determined by both Standard & Poor's Ratings Service or Moody's Investors Servic Baa3, respectively, or any equivalent replacement ratings, and no default has occurred and is continuing under the indenture then, we w

Table of Contents

restrictive covenants contained in the indenture governing the notes. As a result, you may have less credit protection than you will at th
event that one or both of the ratings later drops below investment grade, we will thereafter again be subject to such restrictive covenant

Insurance coverage in the future may not continue to be available at a cost allowing us to maintain adequate levels of insurance with
or more of our insurance carriers may become insolvent and unable to fulfill its obligation to defend, pay or reimburse us when that obl
physicians using our hospitals may be unable to obtain insurance on acceptable terms, which could result in these physicians not being
requirements in the applicable hospital medical staff bylaws or necessitate a reduction in the level of insurance required to be carried ur

As a result of the above factors, we could be subjected to potential stockholder lawsuits. Such lawsuits are time consuming and expe
lawsuits divert management's time and attention from operations. Such lawsuits also force us to incur substantial legal fees and proxy c

Risks relating to the exchange offer

If you do not exchange your outstanding notes in the exchange offer, the transfer restrictions currently applicable to your outsta and the market price of your outstanding notes could decline.

If you do not exchange your outstanding notes for exchange notes in the exchange offer, then you will continue to be subject to the t
outstanding notes as set forth in the prospectus distributed in connection with the private offering of the outstanding notes. In general, t
offered or sold unless they are registered, or exempt from registration, under the Securities Act (including pursuant to Rule 144 under t
available) and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resal
Securities Act. You should refer to "Prospectus Summary—The Exchange Offer" and "The Exchange Offer" for information on how t

The tender of outstanding notes under the exchange offer will reduce the aggregate principal amount of the outstanding notes, which
and increase the volatility of, the market prices of the outstanding notes due to reduction in liquidity. In addition, if you do not exchang
exchange offer, you will no longer be entitled to exchange your outstanding notes for exchange notes registered under the Securities Ac
to have your outstanding notes registered for resale under the Securities Act.

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and there is no assurance develop for the exchange notes.

We do not intend to apply for listing of the exchange notes on a securities exchange or market. The exchange notes are a new issue c
established public market. The initial purchasers in the private offering of the outstanding notes have advised us that they intend to mak
permitted by applicable laws and regulations; however, the initial purchasers are not obligated to make a market in any of the exchange
their market-making activities at any time without notice. In addition, such market-making activity may be limited during the pendency
active market for any of the exchange notes may not develop or, if developed, it may not continue. In addition, subsequent to their initia
trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performan

Table of Contents

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes pursuant to the exchange offer. In consideration for i contemplated in this prospectus, we will receive in exchange a like principal amount of outstanding notes, the terms of which are identi exchange notes, except that the exchange notes will not contain terms with respect to transfer restrictions, registration rights or special i certain of our obligations under the registration rights agreement. The outstanding notes surrendered in exchange for the exchange notes cannot be reissued. Accordingly, the issuance of the exchange notes will not result in any change in our capitalization.

Table of Contents

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the years ended December 31, 2010, 2009, 2008, 2007 and 2
March 31, 2011 and 2010. For the purpose of determining the ratio of earnings to fixed charges, "earnings" consist of earnings (loss) be
(benefit) plus fixed charges, and "fixed charges" consist of interest expense, including amortization of deferred financing costs, plus the
representative of the interest factor.

	Year Ended December 31,				
	2010	2009	2008	2007	2006
Ratio of earnings to fixed charges	3.02x	2.93x	2.73x	2.59x	2.87x

e424b3

Table of Contents

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and our consolidated capitalization as of March 31, 2011. T
connection with our consolidated financial statements and related notes incorporated by reference in this prospectus.

Cash and cash equivalents	
Debt:	
Senior Secured Credit Facilities:	
$350.0 million Revolving Credit Facility due 2012(1)	
Term B Loans due 2011 and 2012	
Term B Loans due 2015	
6.625% Senior Notes, due 2020	
7.50% Province Senior Subordinated Notes due 2013	
3.50% Convertible Senior Subordinated Notes due 2014	
3.25% Convertible Senior Subordinated Debentures, due 2025	
Capital lease obligations	
Subtotal	
Unamortized discount of convertible debt instruments	
Total Debt	
Equity:	
LifePoint Hospitals, Inc. stockholders’ equity:	
Preferred stock, $0.01 par value; 10,000,000 shares authorized; no shares issued	
Common stock, $0.01 par value; 90,000,000 shares authorized; 62,471,721 shares issued at March 31, 2011	
Capital in excess of par value	
Accumulated other comprehensive loss	
Retained earnings	
Common stock in treasury, at cost, 10,135,495 shares at March 31, 2011	
Total LifePoint Hospitals, Inc. stockholders’ equity:	
Noncontrolling interests	
Total equity	
Total capitalization	

(1) Excludes approximately $31.1 million of outstanding letters of credit.

e424b3

Table of Contents

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial data is derived from our audited consolidated financial statements for the fiscal years e 2008, 2007 and 2006 and from our unaudited consolidated financial statements for the three months ended March 31, 2011 and 2010. T statements have been prepared on the same basis as our audited consolidated financial statements and, in our opinion, include all adjust recurring adjustments, that we consider necessary for a fair presentation of our results of operations for such periods. Operating results necessarily indicative of the results that may be expected for any future period.

This information is only a summary and should be read in conjunction with the more detailed information contained in our Consolid related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual R ended December 31, 2010 and our Quarterly Report on Form 10-Q for the period ended March 31, 2011, which are incorporated by ref

	Year Ended December 31,				
(Dollars in millions)	**2010**	**2009**	**2008**	**2007**	**2006**
Revenues	$ 3,262.4	$ 2,962.7	$ 2,700.8	$ 2,568.4	$ 2,336.5
Salaries and benefits	1,270.3	1,170.9	1,065.4	1,006.1	918.0
Supplies	443.0	409.1	372.6	352.2	326.1
Other operating expenses	605.2	538.0	499.8	464.0	397.4
Provision for doubtful accounts	443.8	375.4	313.2	307.0	250.0
Depreciation and amortization	148.5	143.0	132.1	129.4	105.4
Interest expense, net	108.1	103.2	107.7	107.4	105.5
Debt extinguishment costs	2.4	—	—	—	—
Impairment charges	—	1.1	1.2	—	—
	3,021.3	2,740.7	2,492.0	2,366.1	2,102.4
Income from continuing operations before income taxes	241.1	222.0	208.8	202.3	234.1
Provision for income taxes	82.4	80.3	79.9	80.5	91.2
Income from continuing operations	158.7	141.7	128.9	121.8	142.9
Less: Net income attributable to noncontrolling interests	(3.1)	(2.5)	(2.2)	(1.7)	(1.4)
Income from continuing operations attributable to LifePoint Hospitals, Inc.	$ 155.6	$ 139.2	$ 126.7	$ 120.1	$ 141.5

	Year Ended December 31,				
(Dollars in millions)	**2010**	**2009**	**2008**	**2007**	**2006**
Balance Sheet Data (as of end of period):					
Cash & cash equivalents	$ 207.4	$ 187.2	$ 75.7	$ 53.1	$ 12.2
Working capital	$ 498.8	$ 485.9	$ 376.2	$ 373.6	$ 377.7

Property & equipment, net	$ 1,668.6	$ 1,499.4	$ 1,416.0	$ 1,383.0	$ 1,305.4
Total assets	$ 4,162.9	$ 3,873.3	$ 3,680.3	$ 3,635.9	$ 3,638.3
Total debt, excluding unamortized discount of convertible debt instruments	$ 1,651.7	$ 1,502.2	$ 1,516.7	$ 1,517.1	$ 1,668.5
Total LifePoint Hospitals, Inc stockholders' equity	$ 1,887.5	$ 1,827.7	$ 1,652.0	$ 1,629.1	$ 1,471.5

Table of Contents

(Dollars in millions)	Year Ended December 31, 2010	2009	2008	2007	2006
Additional Financial Data:					
Purchases of property and equipment	$ 168.7	$ 166.6	$ 157.6	$ 158.4	$ 194.0
Net cash provided by operating activities—continuing operations	$ 375.7	$ 350.3	$ 346.6	$ 241.4	$ 257.8
Net cash used in investing activities—continuing operations	$ (353.6)	$ (244.1)	$ (185.3)	$ (158.3)	$ (475.8)
Net cash (used in) provided by financing activities—continuing operations	$ (0.3)	$ (13.9)	$ (119.3)	$ (165.6)	$ (148.5)

Table of Contents

DESCRIPTION OF OTHER INDEBTEDNESS

Credit Agreement

Terms

Our credit agreement with Citicorp North America, Inc., as administrative agent and the lenders time to time party thereto, Bank of A Corp., SunTrust Bank and UBS Securities LLC, as co-syndication agents and Citigroup Global Markets Inc. as sole lead arranger and s provides for Term B Loans, Term A Loans and Revolving Loans. The maturity date of our Term B Loans is contingent upon the refinan beyond their current maturity date of May 15, 2014. Assuming that we refinance our outstanding 3$^{1}/_{2}$% Notes beyond their current matu mature on April 15, 2015. If we do not refinance our outstanding 3$^{1}/_{2}$% Notes at least 91 days prior to their current maturity date our Te February 13, 2014. Additionally, our Term B Loans are subject to additional mandatory prepayments with a certain percentage of exces occurrence of certain other events, as specifically described in our Credit Agreement. Our Term A Loans and our Revolving Loans com 2012. Our Credit Agreement is guaranteed on a senior secured basis by our subsidiaries with certain limited exceptions.

Letters of Credit and Availability

Our Credit Agreement provides for the issuance of letters of credit up to $75.0 million. As of March 31, 2011, we had $31.1 million were related to the self-insured retention level of our general and professional liability insurance and workers' compensation programs Issued letters of credit reduce the amounts available under our Revolving Loans. In accordance with the terms of our Credit Agreement borrowing were $318.9 million as of March 31, 2011.

Our Credit Agreement contains uncommitted "accordion" features that permit us to borrow at a later date additional aggregate princ of Term B Loans, $250.0 million of Term A Loans and $300.0 million of Revolving Loans, subject to obtaining additional lender comm conditions.

Interest Rates

Interest on the outstanding balance of the Term B Loans is payable at an adjusted LIBOR plus a margin of 2.750%. Interest on the R option at either an adjusted base rate or an adjusted LIBOR plus a margin. The margin on Revolving Loans subject to an adjusted base based on our total leverage ratio. The margin on the Revolving Loans subject to an adjusted LIBOR ranges from 2.00% to 2.75% based

As of March 31, 2011, the applicable annual interest rate under the Term B Loans was 3.07%, which was based on the 90-day Adjus margins. The 90-day Adjusted LIBOR was 0.32% at March 31, 2011. The weighted-average applicable annual interest rate for the three under the Term B Loans was 3.09%.

Covenants

Our Credit Agreement requires us to satisfy certain financial covenants, including a minimum interest coverage ratio and a maximum coverage ratio can be no less than 3.50:1.00 and the total leverage ratio cannot exceed 3.75:1.00, both determined on a trailing four qua Agreement generally limits the amount we can spend on capital expenditures to no more than 10.0% of annual revenues. We were in co March 31, 2011.

In addition, our Credit Agreement contains customary affirmative and negative covenants, which among other things, limit our abili liens, pay dividends, effect transactions with our affiliates,

e424b3

Table of Contents

sell assets, pay subordinated debt, merge, consolidate, enter into acquisitions and effect sale leaseback transactions. It does not contain p maturity dates upon a downgrade in our credit rating. However, a downgrade in our credit rating could adversely affect our ability to ob future and could increase our cost of borrowings.

Interest Rate Swap

We have an interest rate swap agreement with Citibank, N. A. as counterparty that requires us to make quarterly fixed rate payments notional amount at an annual fixed rate of 5.585% while Citibank, N. A. is obligated to make quarterly floating payments to us based on same referenced notional amount.

3.5% Convertible Senior Subordinated Notes due 2014

Our convertible senior subordinated notes bear interest at the rate of 3.5% per year, payable semi-annually on May 15 and Novembe subordinated notes are convertible prior to March 15, 2014 under the following circumstances: (1) if the price of our common stock rea specified periods; (2) if the trading price of our convertible senior subordinated notes is below a specified threshold; or (3) upon the occ transactions or other events. On or after March 15, 2014, holders may convert our convertible senior subordinated notes at any time pri scheduled trading day immediately preceding May 15, 2014, regardless of whether any of the foregoing circumstances has occurred.

Subject to certain exceptions, we will deliver cash and shares of our common stock upon conversion of each $1,000 principal amoun subordinated notes as follows: (i) an amount in cash, which we refer to as the principal return, equal to the sum of, for each of the 20 vo days during the conversion period, the lesser of the daily conversion value for such volume-weighted average price trading day and $50 amount equal to the sum of, for each of the 20 volume-weighted average price trading days during the conversion period, any excess of $50. Our ability to pay the principal return in cash is subject to important limitations imposed by the credit agreement governing our sen other credit facilities or indebtedness we may incur in the future. If we do not make any payments we are obligated to make under the te subordinated notes, holders may declare an event of default.

The initial conversion rate is 19.3095 shares of our common stock per $1,000 principal amount of our convertible senior subordinate This represents an initial conversion price of approximately $51.79 per share of our common stock. In addition, if certain corporate tran control occur prior to maturity, we will increase the conversion rate in certain circumstances.

Upon the occurrence of a fundamental change (as specified in the indenture), each holder of our convertible senior subordinated note or all of our convertible senior subordinated notes at a purchase price in cash equal to 100% of the principal amount of the 3.5% Notes unpaid interest.

The indenture governing our convertible senior subordinated notes does not contain any financial covenants or any restrictions on th incurrence of senior or secured debt or other indebtedness, or the issuance or repurchase of securities by us. The indenture contains no c protect holders of our convertible senior subordinated notes in the event of a highly leveraged transaction or other events that do not co

3.25% Convertible Senior Subordinated Debentures due August 15, 2025

Our 3.25% convertible senior subordinated debentures due August 15, 2025 bear interest at the rate of 3.25% per year, payable semi August 15. Our convertible senior subordinated debentures are convertible (subject to certain limitations imposed by the credit agreeme credit facilities) under the following circumstances: (1) if the price of our common stock reaches a specified threshold during the specif our convertible senior subordinated debentures is below a specified threshold; (3) if our convertible senior subordinated debentures hav (4) if

Table of Contents

specified corporate transactions or other specified events occur. Subject to certain exceptions, we will deliver cash and shares of our co amount in cash, which we refer to as the principal return, equal to the lesser of (a) the principal amount of our convertible senior subord conversion and (b) the product of the conversion rate and the average price of our common stock, as set forth in the indenture governin debentures, which we refer to as the conversion value; and (ii) if the conversion value is greater than the principal return, an amount in ability to pay the principal return in cash is subject to important limitations imposed by the credit agreement governing our senior secur indebtedness we may incur in the future. Based on the terms of the credit agreement governing our senior secured credit facilities, in ce the foregoing conditions to conversion have occurred, our convertible senior subordinated debentures will not be convertible, and holde subordinated debentures will not be able to declare an event of default under our convertible senior subordinated debentures.

The initial conversion rate for our convertible senior subordinated debentures is 16.3345 shares of our common stock per $1,000 pri senior subordinated debentures (subject to adjustment in certain events). This is equivalent to a conversion price of $61.22 per share of corporate transactions that constitute a change of control occur on or prior to February 20, 2013, we will increase the conversion rate in transaction constitutes a public acquirer change of control and we elect to modify the conversion rate into public acquirer common stoc

On or after February 20, 2013, we may redeem for cash some or all of our convertible senior subordinated debentures at any time at principal amount of our convertible senior subordinated debentures to be purchased, plus any accrued and unpaid interest. Holders may some or all of our convertible senior subordinated debentures on February 15, 2013, February 15, 2015 and February 15, 2020 or upon change, at 100% of the principal amount of our convertible senior subordinated debentures to be purchased, plus any accrued and unpai

The indenture governing our convertible senior subordinated debentures does not contain any financial covenants or any restrictions incurrence of senior or secured debt or other indebtedness, or the issuance or repurchase of securities by us. The indenture contains no c protect holders of our convertible senior subordinated debentures in the event of a highly leveraged transaction or fundamental change.

Table of Contents

THE EXCHANGE OFFER

General

We are offering to exchange a like principal amount of exchange notes for any or all outstanding notes on the terms and subject to th prospectus and accompanying letter of transmittal. We refer to the offer as the "exchange offer." You may tender some or all of your ou exchange offer.

As of the date of this prospectus, $400,000,000 aggregate principal amount of 6.625% Senior Notes due 2020 is outstanding. This pr transmittal, is first being sent to all registered holders of outstanding notes known to us on or about June 1, 2011. Our obligation to acce pursuant to the exchange offer is subject to the satisfaction or waiver of certain conditions set forth under "—Conditions to the Exchang each of the conditions will be satisfied and that no waivers will be necessary.

Purpose and Effect of the Exchange Offer

In connection with the private offering and sale of the outstanding notes, we and the guarantors of the notes entered into a registratio purchasers of the outstanding notes in which we agreed, under certain circumstances, to file a registration statement relating to an offer for exchange notes. The following description of the registration rights agreement is only a brief summary of the agreement. It does not qualified in its entirety by reference to all of the terms, conditions and provisions of the registration rights agreement. For further inform rights agreement attached as an exhibit to our Current Report on Form 8-K filed with the SEC on September 27, 2010. We also agreed t efforts to cause the exchange offer to be consummated on the earliest practicable date after the exchange offer registration statement ha later than the 360th day following the issuance date of the outstanding notes. The form and terms of the exchange notes will be identical and terms of the outstanding notes, except that the exchange notes will be registered under the Securities Act, and will not contain term registration rights and additional payments upon a failure to fulfill certain of our obligations under the registration rights agreement. Th September 23, 2010.

Pursuant to the registration rights agreement and under the circumstances set forth below, we and the guarantors of the notes will use cause the SEC to declare effective a shelf registration statement with respect to the resale of the outstanding notes within the time perio agreement and to keep the shelf registration statement effective for up to two years after the effective date of the shelf registration stater

- if we determine that this exchange offer is not permitted because it would violate any applicable law or applicable interpretatio
- if for any other reason the exchange offer is not consummated within 360 days after the issuance date of the outstanding notes;
- any holder notifies the Company prior to the 20th business day following the consummation of the exchange offer that:

(A) the holder is prohibited by law or SEC policy from participating in the exchange offer

(B) the holder may not resell the exchange notes acquired by it in the exchange offer to the public without delivering a prospect the exchange offer registration statement is not appropriate or available for such resales by such holder; or

(C) such holder is an initial purchaser and holds exchange notes acquired directly from the Company and any if its affiliates.

Table of Contents

If we fail to comply with specified obligations under the registration rights agreement, we will be required to pay special interest to l
These obligations include:

- the obligation to consummate the exchange offer within 360 days after the issuance date of the outstanding notes;
- the obligation to cause a shelf registration statement, if required, to be filed within the applicable timeframes required by the re
- the obligation to cause a shelf registration statement, if required, to be declared effective within the applicable timeframes requ agreement; and
- the obligation to keep the exchange offer registration statement or the shelf registration statement, as the case may be, effective during the periods specified in the registration rights agreement.

If you wish to exchange your outstanding notes for exchange notes in the exchange offer, you will be required to make the followin

- you are not our "affiliate" or an "affiliate" of any guarantor of the notes;
- you are not engaged in, and do not intend to engage in, a distribution of the exchange notes; and
- you will acquire the exchange notes in the ordinary course of your business.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where the broker-dealer acqu of market-making activities or other trading activities, must acknowledge that (i) it has not entered into any arrangement or understandi of the Company to distribute such exchange notes and (ii) it will deliver a prospectus, as required by law, in connection with any resale of Distribution." Any broker-dealer who holds outstanding securities acquired for its own account as a result of market-making activitie receives exchange notes in exchange for such outstanding notes pursuant to the exchange offer, may be considered an underwriter; how delivering a prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities

Resale of Exchange Notes

Based on interpretations by the SEC set forth in no-action letters issued to third parties, we believe that you may resell or otherwise exchange offer without complying with the registration and prospectus delivery provisions of the Securities Act, if:

- you are acquiring the exchange notes in the ordinary course of your business;
- you do not have an arrangement or understanding with any person to participate in a distribution of the exchange notes;
- you are not our "affiliate" or an "affiliate" of any guarantor of the notes as defined by Rule 405 of the Securities Act; and
- you are not engaged in, and do not intend to engage in, a distribution of the exchange notes.

If you are our "affiliate," or are engaging in, or intend to engage in, or have any arrangement or understanding with any person to pa exchange notes, or are not acquiring the exchange notes in the ordinary course of your business, then:

- you cannot rely on the position of the SEC set forth in Morgan Stanley & Co. Incorporated (available June 5, 1991) and Exxon (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling, dated July 2, 1993, or similar no-action let
- in the absence of an exception from the position stated immediately above, you must comply with the registration and prospect Securities Act in connection with any resale of the exchange notes.

Table of Contents

This prospectus may be used for an offer to resell, or for the resale or other transfer of exchange notes only as specifically set forth i
broker-dealers, only broker-dealers that acquired the outstanding notes as a result of market-making activities or other trading activities
offer. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes where such outstanding no
dealer as a result of market-making activities or other trading activities must acknowledge that it has not entered into any arrangement
or an affiliate of the Company to distribute such exchange notes and that it will deliver a prospectus in connection with any resale of th
of Distribution" for more details regarding the transfer of exchange notes. Any broker-dealer who holds outstanding securities acquired
market-making activities or other trading activities and who receives exchange notes in exchange for such outstanding notes pursuant t
considered an underwriter; however, by so acknowledging and delivering a prospectus, such broker-dealer will not be deemed to admit
meaning of the Securities Act.

Terms of the Exchange Offer

On the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, we will accept f
any outstanding notes that are validly tendered and not validly withdrawn prior to the expiration date. Outstanding notes may only be te
and integral multiples of $1,000 in excess of $2,000; provided, that the untendered portion of any outstanding note must be in a minimu
issue $2,000 principal amount or an integral multiple of $1,000 of exchange notes in exchange for a corresponding principal amount of
exchange offer. In exchange for each outstanding note surrendered in the exchange offer, we will issue exchange notes with a like prin

The form and terms of the exchange notes will be identical in all material respects to the form and terms of the outstanding notes, ex
registered under the Securities Act and will not contain terms with respect to transfer restrictions, registration rights and additional pay
of our obligations under the registration rights agreement. The exchange notes will be issued under and entitled to the benefits of the in
of the outstanding notes. For a description of the indenture, see "Description of the Notes."

The exchange offer is not conditioned upon any minimum aggregate principal amount of outstanding notes being tendered for excha

As of the date of this prospectus, $400,000,000 aggregate principal amount of the 6.625% Senior Notes due 2020 is outstanding. Th
transmittal is being sent to all registered holders of outstanding notes. There will be no fixed record date for determining registered hol
participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requi
Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC. Outstanding notes that a
exchange offer will remain outstanding and continue to accrue interest and will be entitled to the rights and benefits that such holders h
such holders' outstanding notes and the registration rights agreement, except we will not have any further obligations to provide for the
under the registration rights agreement.

We will be deemed to have accepted for exchange properly tendered outstanding notes when we have given written notice of the acc
exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us and delivering exch
terms of the registration rights agreement, we expressly reserve the right to amend or terminate the exchange offer and to refuse to acce
upon the occurrence of any of the conditions specified below under "—Conditions to the Exchange Offer."

If you tender your outstanding notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subjec
transmittal, transfer taxes with respect to the exchange of outstanding notes. We will pay all charges and expenses, other than certain ap
connection with the exchange offer. It is important that you read "—Fees and Expenses" below for more details regarding fees and exp

e424b3

Table of Contents

Expiration Date, Extensions and Amendments

As used in this prospectus, the term “expiration date” means 11:59 p.m., New York City time, on June 28, 2011. However, if we, in
of time for which the exchange offer is open, the term “expiration date” will mean the latest time and date to which we shall have exten
offer.

To extend the period of time during which an exchange offer is open, we will notify the exchange agent of any extension by written
press release or other public announcement to the registered holders of the outstanding notes no later than 9:00 a.m., New York City tin
previously scheduled expiration date.

We reserve the right, in our sole discretion:

- to delay accepting for exchange any outstanding notes (only in the case that we amend or extend the exchange offer);
- to extend the exchange offer or to terminate the exchange offer if any of the conditions set forth below under “—Conditions to satisfied by giving written notice of such delay, extension or termination to the exchange agent; and
- subject to the terms of the registration rights agreement, to amend the terms of the exchange offer in any manner. In the event c offer, including the waiver of a material condition, we will extend the offer period, if necessary, so that at least five business da following notice of the material change.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice to the r
notes. If we amend an exchange offer in a manner that we determine to constitute a material change, we will promptly disclose the ame
calculated to inform the holders of applicable outstanding notes of that amendment.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange
may terminate or amend the exchange offer as provided in this prospectus prior to the expiration date if in our reasonable judgment:

- the exchange offer, or the making of any exchange by a holder, violates any applicable law or interpretation of the SEC;
- any action or proceeding has been instituted or threatened in writing in any court or by or before any governmental agency wit in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

In addition, we will not be obligated to accept for exchange the outstanding notes of any holder that has not made to us:

- the representations described under “—Purpose and Effect of the Exchange Offer” and “—Procedures for Tendering Outstandi Distribution;” and
- any other representations as may be reasonably necessary under applicable SEC rules, regulations, or interpretations to make a registration of the exchange notes under the Securities Act.

We expressly reserve the right at any time or at various times to extend the period of time during which the exchange offer is open. C
acceptance of any outstanding notes by giving oral or written notice of such extension to their holders. We will return any outstanding r
exchange

Table of Contents

for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any outstanding notes not previo
occurrence of any of the conditions of the exchange offer specified above. We will give oral or written notice of any extension, amendn
to the holders of the outstanding notes as promptly as practicable. In the case of any extension, such notice will be issued no later than 9
the next business day after the previously scheduled expiration date.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waiv
at various times prior to the expiration date in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failu
such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration da

In addition, we will not accept for exchange any outstanding notes tendered, and will not issue exchange notes in exchange for any s
time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the
the Trust Indenture Act of 1939, as amended.

Procedures for Tendering Outstanding Notes

To tender your outstanding notes in the exchange offer, you must comply with either of the following:

- complete, sign and date the letter of transmittal or a facsimile of the letter of transmittal, have the signature(s) on the letter of tr
the letter of transmittal and mail or deliver such letter of transmittal or facsimile thereof to the exchange agent at the address se
Agent—Notes" prior to the expiration date; or
- comply with DTC's Automated Tender Offer Program procedures described below.

In addition, you will comply with either of the following conditions:

- the exchange agent must receive certificates for outstanding notes along with the letter of transmittal prior to the expiration dat
- the exchange agent must receive a timely confirmation of book-entry transfer of outstanding notes into the exchange agent's ac
procedures for book-entry transfer described below including a properly transmitted agent's message prior to the expiration da
- you must comply with the guaranteed delivery procedures described below.

Your tender, if not withdrawn prior to the expiration date, constitutes an agreement between us and you upon the terms and subject t
prospectus and in the letter of transmittal.

The method of delivery of outstanding notes, letters of transmittal and all other required documents to the exchange agent is at your
that instead of delivery by mail, you use an overnight or hand delivery service, properly insured. In all cases, you should allow sufficien
the exchange agent before the expiration date. You should not send letters of transmittal or certificates representing outstanding notes to
broker, dealer, commercial bank, trust company or nominee effect the above transactions for you.

If you are a beneficial owner whose outstanding notes are held in the name of a broker, dealer, commercial bank, trust company, or o
tender your outstanding notes, you should promptly instruct the registered holder to tender outstanding notes on your behalf. If you wis
yourself, you must, prior to completing and executing the letter of transmittal and delivering your outstanding notes, either:

e424b3

Table of Contents

- make appropriate arrangements to register ownership of the outstanding notes in your name; or
- obtain a properly completed bond power from the registered holder of outstanding notes.

The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.

Signatures on the letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a regis
of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United St
institution" within the meaning of Rule 17A(d)-15 under the Exchange Act unless the outstanding notes surrendered for exchange are t

- by a registered holder of the outstanding notes who has not completed the box entitled "Special Registration Instructions" or "S
letter of transmittal; or
- for the account of an eligible guarantor institution.

If the letter of transmittal is signed by a person other than the registered holder of any outstanding notes listed on the outstanding no
endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the register
outstanding notes and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal or any certificates representing outstanding notes or bond powers are signed by trustees, executors, admini
officers of corporations, or others acting in a fiduciary or representative capacity, those persons should also indicate when signing and,
also submit evidence satisfactory to us of their authority to so act.

The exchange agent and DTC have confirmed that any financial institution that is a participant in DTC's system may use DTC's Au
tender. Participants in the program may, instead of physically completing and signing the letter of transmittal and delivering it to the ex
their acceptance of the exchange by causing DTC to transfer the outstanding notes to the exchange agent in accordance with DTC's Au
procedures for transfer. DTC will then send an agent's message to the exchange agent. The term "agent's message" means a message tr
exchange agent and forming part of the book-entry confirmation, which states that:

- DTC has received an express acknowledgment from a participant in its Automated Tender Offer Program that is tendering outs
the book-entry confirmation;
- the participant has received and agrees to be bound by the terms of the letter of transmittal, or in the case of an agent's message
such participant has received and agrees to be bound by the notice of guaranteed delivery; and
- we may enforce that agreement against such participant.

DTC is referred to herein as a "book-entry transfer facility."

Acceptance of Exchange Notes

In all cases, we will promptly issue exchange notes for outstanding notes that we have accepted for exchange under the exchange of
timely receives:

- outstanding notes or a timely book-entry confirmation of such outstanding notes into the exchange agent's account at the book-
- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's

Table of Contents

By tendering outstanding notes pursuant to the exchange offer, you will represent to us that, among other things:

- you are not our "affiliate" or an "affiliate" of any guarantor of the notes within the meaning of Rule 405 under the Securities A
- you do not have an arrangement or understanding with any person or entity to participate in a distribution of the exchange note
- you are acquiring the exchange notes in the ordinary course of your business.

In addition, each broker-dealer that is to receive exchange notes for its own account in exchange for outstanding notes must represen acquired by that broker-dealer as a result of market-making activities or other trading activities and must acknowledge that it will delive requirements of the Securities Act in connection with any resale of the exchange notes. The letter of transmittal states that by so acknow prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan o

Our interpretation of the terms and conditions of the exchange offer, including the letters of transmittal and the instructions to the let of all questions as to the validity, form, eligibility, including time of receipt, and acceptance of outstanding notes tendered for exchange parties. We reserve the absolute right to reject any and all tenders of any particular outstanding notes not properly tendered or to not acc if the acceptance might, in our or our counsel's judgment, be unlawful. We also reserve the absolute right to waive any defects or irregu outstanding notes prior to the expiration date.

Unless waived, any defects or irregularities in connection with tenders of outstanding notes for exchange must be cured within such determine. Neither we, the exchange agent, nor any other person will be under any duty to give notification of any defect or irregularity outstanding notes for exchange, nor will we or any of them incur any liability for any failure to give notification. Any outstanding notes are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the exchange agent to the provided in the letter of transmittal, promptly after the expiration date.

Book-Entry Delivery Procedures

Promptly after the date of this prospectus, the exchange agent will establish an account with respect to the outstanding notes at DTC for purposes of the exchange offer. Any financial institution that is a participant in the book-entry transfer facility's system may make b outstanding notes by causing the book-entry transfer facility to transfer those outstanding notes into the exchange agent's account at the facility's procedures for such transfer. To be timely, book-entry delivery of outstanding notes requires receipt of a confirmation of a boo confirmation," prior to the expiration date. In addition, although delivery of outstanding notes may be effected through book-entry trans account at the book-entry transfer facility, the letter of transmittal or a manually signed facsimile thereof, together with any required sig required documents, or an "agent's message," as defined below, in connection with a book-entry transfer, must, in any case, be delivere the exchange agent at its address set forth on the cover page of the letter of transmittal prior to the expiration date to receive exchange n or the guaranteed delivery procedure described below must be complied with. Tender will not be deemed made until such documents ar Delivery of documents to the book-entry transfer facility does not constitute delivery to the exchange agent.

Holders of outstanding notes who are unable to deliver confirmation of the book-entry tender of their outstanding notes into the exch entry transfer facility or all other documents required by the letter of transmittal to the exchange agent prior to the expiration date must according to the guaranteed delivery procedures described below.

e424b3

[Table of Contents](#)

Guaranteed Delivery Procedures

If you wish to tender your outstanding notes, but your outstanding notes are not immediately available or you cannot deliver your ou transmittal or any other required documents to the exchange agent or comply with the procedures under DTC's Automatic Tender Offe notes, prior to the expiration date, you may still tender if:

- the tender is made through an eligible guarantor institution;
- prior to the expiration date, the exchange agent receives from such eligible guarantor institution either a properly completed an delivery, by facsimile transmission, mail, or hand delivery or a properly transmitted agent's message relating to the notice of g your name and address, the certificate number(s) of such outstanding notes and the principal amount of outstanding notes tende being made thereby; and (3) guarantees that, within three New York Stock Exchange trading days after the expiration date, the thereof, together with the outstanding notes or a book-entry confirmation (including an agent's message), and any other docum transmittal, will be deposited by the eligible guarantor institution with the exchange agent; and
- the exchange agent receives the properly completed and executed letter of transmittal or facsimile thereof, as well as certificate outstanding notes in proper form for transfer or a book-entry confirmation of transfer of the outstanding notes (including an ag agent's account at DTC and all other documents required by the letter of transmittal within three New York Stock Exchange tr

Upon request, the exchange agent will send to you a notice of guaranteed delivery if you wish to tender your outstanding notes acco procedures.

Withdrawal Rights

Except as otherwise provided in this prospectus, you may withdraw your tender of outstanding notes at any time prior to 11:59 p.m., expiration date. For a withdrawal to be effective:

- the exchange agent must receive a written notice, which may be by telegram, telex, facsimile or letter, of withdrawal at its addr Exchange Agent;" or
- you must comply with the appropriate procedures of DTC's Automated Tender Offer Program system.

Any notice of withdrawal must:

- specify the name of the person who tendered the outstanding notes to be withdrawn;
- identify the outstanding notes to be withdrawn, including the certificate numbers and principal amount of the outstanding notes
- where certificates for outstanding notes have been transmitted, specify the name in which such outstanding notes were registere withdrawing holder.

If certificates for outstanding notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of su

- the serial numbers of the particular certificates to be withdrawn; and
- a signed notice of withdrawal with signatures guaranteed by an eligible guarantor institution unless you are an eligible guarant

Table of Contents

If outstanding notes have been tendered pursuant to the procedures for book-entry transfer described above, any notice of withdrawa
of the account at the book-entry transfer facility to be credited with the withdrawn outstanding notes and otherwise comply with the pro
determine all questions as to the validity, form, and eligibility, including time of receipt of notices of withdrawal and our determination
parties. Any outstanding notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchan
have been tendered for exchange but that are not exchanged for any reason will be returned to their holder, without cost to the holder, o
the outstanding notes will be credited to an account at the book-entry transfer facility, promptly after withdrawal, rejection of tender or
Properly withdrawn outstanding notes may be retendered by following the procedures described under "—Procedures for Tendering Ou
on or prior to the expiration date.

Exchange Agent

The Bank of New York Mellon Trust Company, N.A. has been appointed as the exchange agent for the exchange offer. The Bank of Ne
N.A., also acts as trustee under the indenture governing the notes. You should direct all executed letters of transmittal and all questions
respect to exchange offer procedures, requests for additional copies of this prospectus or of the letters of transmittal, and requests for no
exchange agent addressed as follows:

By Mail, Hand Delivery or Overnight Courier:
The Bank of New York Mellon Trust Company, N.A.
c/o The Bank of New York Mellon Corporation
Corporate Trust — Reorganization Unit
480 Washington Boulevard,
27th Floor
Jersey City, New Jersey 07310
Attn: David Mauer — Processor

(if by mail, registered or certified recommended)

By Facsimile:	*To Confirm by Te*
212-298-1915	212-815-3
Attn: Bondholder Communications	Attn: Bondholder Co

If you deliver the letter of transmittal to an address other than the one set forth above or transmit instructions via facsimile other than
delivery or those instructions will not be effective.

Fees and Expenses

The registration rights agreement provides that we will bear all expenses in connection with the performance of our obligations relat
exchange notes and the conduct of the exchange offer. These expenses include registration and filing fees, accounting and legal fees and
will pay the exchange agent reasonable and customary fees for its services and reasonable out-of-pocket expenses. We will also reimbu
custodians, nominees and fiduciaries for customary mailing and handling expenses incurred by them in forwarding this prospectus and
that are holders of outstanding notes and for handling or tendering for such clients.

We have not retained any dealer manager in connection with the exchange offer and will not pay any fee or commission to any brok
for soliciting tenders of outstanding notes pursuant to the exchange offer.

e424b3

[Table of Contents](#)

Accounting Treatment

We will record the exchange notes in our accounting records at the same carrying value as the outstanding notes, which is the aggreg our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the c We will capitalize, as appropriate, the expenses of the exchange offer and amortize them over the life of the notes.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchanges of outstanding notes under the exchange offer. The tendering holde any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing outstanding notes for principal amounts not tendered or accepted for exchange are to be delivered to, o person other than the registered holder of outstanding notes tendered;
- tendered outstanding notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of outstanding notes under the exchange offer.

If satisfactory evidence of payment of such taxes is not submitted with the letter of transmittal, the amount of such transfer taxes wil

Holders who tender their outstanding notes for exchange notes will not be required to pay any transfer taxes. However, holders who in the name of, or request that outstanding notes not tendered or not accepted in the exchange offer be returned to, a person other than th required to pay any applicable transfer tax.

Consequences of Failure to Exchange

If you do not exchange your outstanding notes for exchange notes under the exchange offer, your outstanding notes will remain subj such outstanding notes:

- as set forth in the legend printed on the outstanding notes as a consequence of the issuance of the outstanding notes pursuant to transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws; and
- as otherwise set forth in the offering memorandum distributed in connection with the private offering of the outstanding notes.

In general, you may not offer or sell your outstanding notes unless they are registered under the Securities Act or if the offer or sale i Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register r under the Securities Act.

Other

Participating in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your your own decision on what action to take.

We may in the future seek to acquire untendered outstanding notes in open market or privately negotiated transactions, through subs We have no present plans to acquire any outstanding notes that are not tendered in the exchange offer or to file a registration statement outstanding notes.

Table of Contents

DESCRIPTION OF THE EXCHANGE NOTES

LifePoint issued the outstanding notes under the indenture dated as of September 23, 2010 (the "indenture") among the Company, th Bank of New York Mellon Trust Company, N.A., N.A. as trustee (the "Trustee"). The exchange notes will also be issued under the ind of the same series of notes previously issued under such indenture.

The following description is a summary of certain provisions of the indenture, the exchange notes, and the guarantees. It does not re notes, or the guarantees in their entirety and is qualified in its entirety by reference to such documents. You may request copies of the i forth under "Where You Can Find More Information; Incorporation by Reference."

The definitions of certain capitalized terms used in the following summary are set forth below under "—Certain Definitions." For pu the Company include only LifePoint Hospitals Inc. and not its subsidiaries.

The exchange notes will be issued only in fully registered book-entry form without coupons only in minimum denominations of $2,(in excess thereof. The exchange notes will be issued in the form of global notes, registered in the name of a nominee of DTC, New Yor "Book-Entry Settlement and Clearance."

The registered Holder of a note will be treated as the owner of it for all purposes. Only registered Holders will have rights under the

Brief Description of the Notes and the Guarantees

The notes

The notes:

- are senior unsecured obligations of LifePoint;
- are senior in right of payment to all existing and future obligations of LifePoint that are by their terms expressly subordinated c notes, including our 3.5% Convertible Senior Subordinated Notes due 2014 and our 3.25% Convertible Senior Subordinated D
- are *pari passu* in right of payment with all existing and future unsubordinated obligations of LifePoint;
- are effectively junior to any of LifePoint's existing and future secured obligations to the extent of the value of the assets securi
- are structurally subordinated to all existing and future obligations, including trade payables, of those LifePoint Subsidiaries tha

The guarantees

The notes will be unconditionally guaranteed by each of LifePoint's Domestic Subsidiaries except the Excluded Subsidiaries.

Each guarantee of the notes:

- is a senior unsecured obligation of the Guarantor;
- is senior in right of payment all existing and future obligations of that Guarantor that are expressly subordinated to its guarante

Table of Contents

- is *pari passu* in right of payment with all existing and future unsubordinated obligations of that Guarantor; and
- are effectively junior to any existing and future secured obligations of that Guarantor to the extent of the value of the assets sec

As of March 31, 2011, LifePoint and the Guarantors had approximately:

- $851.2 million of unsubordinated Indebtedness, $451.2 million of which was secured and would effectively rank senior to the r extent of the value of the collateral securing such Indebtedness; in addition, we would have had the ability to borrow an additio secured Credit Agreement, including $350.0 million available under our revolving credit facility thereunder, net of outstanding and also including $950.0 million available under the uncommitted accordion features of our term loans and revolving loan the additional lender commitments and the satisfaction of other conditions; and
- $800.1 million of Subordinated Indebtedness, which may be refinanced with pari passu or secured Indebtedness under the term circumstances;

As of the date of this prospectus, substantially all of our Subsidiaries will be Restricted Subsidiaries, a portion of which are Exclude provide Guarantees. Claims of creditors of the Excluded Subsidiaries, including trade creditors, secured creditors and creditors holding by the Excluded Subsidiaries, will have priority with respect to the assets and earnings of such Subsidiaries over the claims of creditors the note. As of March 31, 2011, the Excluded Subsidiaries had total indebtedness of approximately $45.0 million. The Excluded Subsic or 9.0% of our total revenues for the three months ended March 31, 2011 and $358.8 million, or 8.4% of our assets (excluding intercom million, or 2.0% of our liabilities (excluding intercompany liabilities) as of March 31, 2011.

Principal, Maturity and Interest

LifePoint will issue the exchange notes in an aggregate principal amount of up to $400 million. LifePoint may issue additional notes Any offering of additional notes is subject to the covenant described below under the caption "—Certain Covenants—Incurrence of Ind Stock." The notes and any additional notes of the same series subsequently issued under the indenture will be treated as a single class fo including, without limitation, waivers, amendments, redemptions and offers to purchase. LifePoint will issue notes in minimum denomi multiples of $1,000 in excess thereof. The notes will mature on October 1, 2020.

Interest on the notes will accrue at the rate of 6.625% per annum. Interest on the notes will be payable semi-annually in arrears on A on April 1, 2011. LifePoint will make each interest payment to the Holders of record at the close of business on the immediately preced (whether or not a business day).

Interest on the notes will accrue from the date of original issuance or, if interest has already been paid or duly provided for from the duly provided for. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a Holder has given wire transfer instructions to LifePoint and the trustee at least 15 days prior to the applicable payment date, all p that Holder's notes will be paid in accordance with those instructions, subject to surrender of the note in the case of payment of principa interest on notes will be made at the office or agency of the paying agent and registrar unless LifePoint elects to make interest payments their address set forth in the register of Holders.

Table of Contents

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. LifePoint may change the paying agent or registrar without prior notice to
LifePoint or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A Holder may transfer or exchange notes in accordance with the indenture. The registrar and the trustee may require a Holder to fur
transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. LifePoint is not requ
selected for redemption. Also, LifePoint is not required to transfer or exchange any note for a period of 15 days before a selection of no

Subsidiary Guarantees

The notes will be guaranteed by each of LifePoint's current and future Domestic Subsidiaries except the Excluded Subsidiaries. The
and unconditional, and joint and several obligations of the Guarantors. Each Subsidiary Guarantee will be a senior unsecured obligation
of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a
applicable law. See "Risk Factors—Your ability to enforce the guarantees of the notes may be limited."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (wh
surviving Person), another Person, other than LifePoint or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) subject to the provisions of the following paragraph, the Person acquiring the property in any such sale or disposition or the P
such consolidation or merger assumes all the obligations of that Guarantor under the indenture and its Subsidiary Guarantee pursua
form satisfactory to the trustee.

The Subsidiary Guarantee of a Guarantor will be released, and any Person acquiring assets (including by way of merger or consolida
Guarantor shall not be required to assume the obligations of any such Guarantor:

(1) in connection with any sale or other disposition of all or substantially all of the assets of such Guarantor (including by way of
that is not (either before or after giving effect to such transaction) a Restricted Subsidiary, if the sale or other disposition complies w
covenant described under "Repurchase at the Option of Holders—Asset Sales";

(2) in connection with any sale of the Capital Stock of such Guarantor to a Person that is not (either before or after giving effect t
Subsidiary, if as a result of such sale such Guarantor ceases to be a Subsidiary of LifePoint and the sale complies with the first parag
under "Repurchase at the Option of Holders—Asset Sales";

(3) if LifePoint designates such Guarantor to be an Unrestricted Subsidiary or an Excluded Subsidiary in accordance with the req

(4) if such Guarantor is otherwise no longer obligated to provide a Subsidiary Guarantee pursuant to the indenture;

(5) upon LifePoint's exercise of its legal defeasance option or covenant defeasance option as described under "Legal Defeasance
if LifePoint's obligations under the indenture and notes are discharged in accordance with the terms of the indenture; or

Table of Contents

(6) pursuant to the covenant described below under the caption "—Certain Covenants—Covenant Suspension."

Optional Redemption

At any time prior to October 1, 2013, LifePoint may on any one or more occasions redeem up to 35% of the aggregate principal amo
additional notes) at a redemption price of 106.625% of the principal amount, plus accrued and unpaid interest, if any, to (but not includi
cash proceeds of one or more Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of such notes remains outstanding immediately after the occurrence of such re
LifePoint and its Subsidiaries); and

(2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

At any time prior to October 1, 2015, LifePoint may redeem all or a part of the notes, upon not less than 30 nor more than 60 days' n
100% of the principal amount thereof, plus the Applicable Redemption Premium and accrued and unpaid interest to (but not including)

Except pursuant to the preceding two paragraphs, the notes will not be redeemable at LifePoint's option prior to October 1, 2015. On
may redeem all or a part of the notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percen
below plus accrued and unpaid interest, if any, on the notes redeemed, to (but not including) the applicable redemption date, if redeeme
beginning on October 1 of the years indicated below:

Period
2015
2016
2017
2018 and thereafter

Mandatory Redemption

Except as set forth below under "—Repurchase at the Option of Holders," LifePoint is not required to make mandatory redemption o
respect to the notes.

Repurchase at the Option of Holders

Change of control

If a Change of Control occurs, unless LifePoint has exercised its right to redeem all of the notes as described above under "—Option
such redemption to the holders of the notes, each Holder of notes will have the right to require LifePoint to repurchase all or any part (e
multiple of $1,000 in excess thereof; provided, that the unrepurchased portion of a note must be in a minimum denomination of $2,000)
Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, LifePoint will offer a Change of Contro
the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to (but not inclu
30 days following any Change of Control, LifePoint will mail a notice to each Holder stating the transaction or transactions that constit
offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days a
date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. LifePoint will comply wit
under the Securities Exchange Act of 1934, as amended (the *"Exchange Act"*), and any other securities laws and regulations thereunder
regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provis
regulations conflict with the Change of Control provisions of the indenture, LifePoint will comply with the applicable securities laws an

Table of Contents

will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such conflict.

On the Change of Control Payment Date, LifePoint will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes p

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggr portions of notes being purchased by LifePoint.

The paying agent will promptly mail to each Holder of notes properly tendered the Change of Control Payment for such notes, and t and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of t *provided* that each new note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. LifePoint will p Change of Control Offer on or as soon as practicable after the Change of Control Payment Date. The provisions described above that re Control Offer following a Change of Control will be applicable whether or not any other provisions of the indenture are applicable.

LifePoint will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Co times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Lif properly tendered and not withdrawn under the Change of Control Offer. Any Change of Control Offer may be made in advance of, and of, such Change of Control.

A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a defi Change of Control at the time of making of the Change of Control Offer.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition properties or assets of LifePoint and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreti there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of notes to require Life result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of LifePoint and its Restricted Subsidiaries t group may be uncertain.

Under clause (4) of the definition of Change of Control, a Change of Control will occur when a majority of LifePoint's board of dire In a recent decision in connection with a proxy contest, the Delaware Court of Chancery held that the occurrence of a change of control may nevertheless be avoided if the existing directors were to approve the slate of new director nominees (who would constitute a major directors", provided the incumbent directors give their approval in the good faith exercise of their fiduciary duties owed to the corporati in certain circumstances involving a significant change in the composition of LifePoint's board of directors, including in connection wi board of directors does not endorse a dissident slate of directors but approves them as Continuing Directors, holders of the notes may n make a Change of Control Offer.

The Change of Control purchase feature of the notes may in certain circumstances make more difficult or discourage a sale or takeo removal of incumbent management. The Change of Control purchase feature is a result of negotiations between us and the initial purcha to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future. Subject to t could, in the future, enter into certain other transactions,

Table of Contents

including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the indenture, but th indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur addit the "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant. Such restrictions can only be waived with the consent of th amount of the notes then outstanding. Except for the limitations contained in such covenants, however, the indenture will not contain an afford Holders protection in the event of a highly leveraged transaction. Future indebtedness that we may incur may contain prohibition that would constitute a Change of Control or require the repurchase of such indebtedness upon a Change of Control. Moreover, the exer require us to repurchase their notes could cause a default under such indebtedness, even if the Change of Control itself does not, due to repurchase on us.

The provisions under the indenture relative to our obligation to make an offer to repurchase the notes as a result of a Change of Cont the consent of the holders of a majority in principal amount of the notes.

Asset Sales

LifePoint will not, and will not permit any of the Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) LifePoint (or a Restricted Subsidiary) receives consideration at the time of the Asset Sale at least equal to the fair market valu issued or sold or otherwise disposed of;

(2) the fair market value is determined by LifePoint's Board of Directors and evidenced by a resolution of the Board of Directors

(3) at least 75% of the consideration received in the Asset Sale by LifePoint or such Restricted Subsidiary is in the form of cash, Replacement Assets. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on LifePoint's or any Restricted Subsidiary's most recent balance sheet, of LifePoint or any Restr contingent liabilities and liabilities that are by their terms subordinated to the notes or any Subsidiary Guarantee) that are assume assets and from which LifePoint or such Restricted Subsidiary is released from further liability;

(b) any securities, notes or other obligations received by LifePoint or any such Restricted Subsidiary from such transferee tha Restricted Subsidiary into cash within 180 days of receipt, to the extent of the cash received in that conversion; and

(c) any Designated Non-cash Consideration received by LifePoint or any of its Restricted Subsidiaries in such Asset Sale hav taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstandi time of the receipt of such Designated Non-cash Consideration (with the fair market value of each item of Designated Non-cash time received and without giving effect to subsequent changes in value).

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, LifePoint or a Restricted Subsidiary may apply those Net

(1) to repay, prepay, redeem or purchase (x) Indebtedness of LifePoint or any Guarantor that is not Subordinated Indebtedness or Subsidiary that is not a Guarantor;

(2) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Permitted Business;

(3) to make a capital expenditure;

(4) to acquire Replacement Assets; or

Table of Contents

(5) to acquire other long-term assets that are used or useful in a Permitted Business.

LifePoint or the Restricted Subsidiary will be deemed to have complied with the immediately preceding sentence with respect to any binding agreement to make an acquisition or capital expenditure permitted pursuant to clause (2), (3), (4) or (5) of the immediately prec to such Net Proceeds within such 365 days; *provided* that, if the relevant acquisition or capital expenditure is not consummated or comp later of (x) 365 days after the receipt of the relevant Net Proceeds and (y) 180 days after the date of such binding agreement, such Net P Proceeds." Pending the final application of any Net Proceeds, LifePoint or the Restricted Subsidiary may temporarily invest the Net Pro prohibited by the indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute Excess Pr of Excess Proceeds exceeds $50 million, LifePoint will make an offer (an "*Asset Sale Offer*") to all Holders of notes (and, at the option Indebtedness of LifePoint or any Guarantor that is not Subordinated Indebtedness and/or any Indebtedness of any Restricted Subsidiary indebtedness")) to purchase the maximum principal amount of notes (and such other Indebtedness), in minimum denominations of $1,0 multiples of $1,000 in excess thereof; *provided*, that the unrepurchased portion of a note must be in a minimum denomination of $2,000 purchase price of 100% of their principal amount (or, in the event such other Indebtedness was issued with significant original issue dis thereof) without premium, plus accrued but unpaid interest (or, in respect of such other Indebtedness, such lesser price, if any, as may b Indebtedness) in accordance with the procedures (including prorating in the event of oversubscription) set forth in the indenture. To the notes (and such other Indebtedness) tendered pursuant to such an offer is less than the Excess Proceeds, LifePoint may use any remainin corporate purposes. If the aggregate principal amount of notes (and such other Indebtedness) surrendered by holders thereof exceeds the trustee shall select the notes to be purchased in the manner described in the indenture. Upon completion of each Asset Sale Offer, the am reset at zero.

LifePoint will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations the regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions conflict with the Asset Sale provisions of the indenture, LifePoint will comply with the applicable securities laws and regulations and w its obligations under the Asset Sale provisions of the indenture by virtue of such conflict.

Selection and notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a pro rata basis, by lot or by fair and appropriate.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more date to each Holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days p notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notices of redemption may of certain events, including equity offerings.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amo redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the Holder original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceas them called for redemption.

[Table of Contents](#)

Certain Covenants

Covenant Suspension

From and after the first date on which both (a) the notes are rated Investment Grade by each of Moody's Investor Service, Inc. ("*Mo*
Ratings Group ("*S&P*" and together with Moody's the "*Rating Agencies*") and (b) there shall not exist a Default or Event of Default un
the events described in the foregoing clauses (a) and (b) being collectively referred to as a "*Covenant Suspension Event*"), LifePoint and
longer be subject to the covenants described below under the captions "—Repurchase at the Option of Holders—Asset Sales," "—Restr
Indebtedness and Issuance of Preferred Stock," "—Liens," "—Dividend and other Payment Restrictions Affecting Restricted Subsidiar
Leaseback Transactions," clause (4) of the first paragraph under "—Merger, Consolidation or Sale of Assets," "—Transactions with Af
Subsidiary Guarantees" (collectively, the "*Suspended Covenants*"); *provided* that, during the Suspension Period (as defined below), Lif
will be subject to the covenant described below under the caption "—Limitation on Secured Indebtedness". Upon the occurrence of a C
"*Suspension Date*"), the Subsidiary Guarantees of each of the Guarantors will be automatically released.

In the event that LifePoint and the Restricted Subsidiaries are not subject to the Suspended Covenants under the indenture for any pe
foregoing, and on any subsequent date (the "*Reversion Date*") one or both of the Rating Agencies withdraw their Investment Grade rati
to the notes below an Investment Grade rating then, following the Reversion Date, LifePoint and the Restricted Subsidiaries will again
Covenants under the indenture and all required Subsidiary Guarantees will be reinstated and issued. Following the Reversion Date, Life
will not be subject to the covenant described below under the caption "—Limitation on Secured Indebtedness."

The period of time between the Suspension Date and the Reversion Date is referred to in this description as the "*Suspension Period*.
of a Covenant Suspension Event, the amount of Excess Proceeds from Net Proceeds shall be reset at zero. In the event of any such reins
to be taken by LifePoint or any of its Restricted Subsidiaries prior to such reinstatement will give rise to a Default or Event of Default u
notes. Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under the covenant descr
Payments" will be made as though such covenant had been in effect since the Issue Date and during the Suspension Period. For purpose
Indebtedness and Issuance of Preferred Stock" covenant, all Indebtedness incurred, or Disqualified Stock or preferred stock issued, dur
classified to have been incurred or issued pursuant to clause (2) of the second paragraph of such covenant. For purposes of the "—Liens
any Lien securing Indebtedness, which Lien was permitted by the "—Limitation on Secured Indebtedness" covenant and did not require
benefit of note Holders pursuant to the requirements of the "—Limitation on Secured Indebtedness" covenant, shall be deemed to have
so that it is classified as permitted under clause (5) of the definition of "*Permitted Lien*." For purposes of the "—Dividend and other Pa
Restricted Subsidiaries" covenant, on the Reversion Date, any encumbrance or restriction on the ability of any Restricted Subsidiary de
(3) of the first paragraph thereof created, otherwise caused or permitted to exist or become effective during the Suspension Period shall
on the Issue Date, so that it is classified as permitted under clause (1) of the second paragraph of such covenant. For purposes of the "—
covenant, on the Reversion Date, any Affiliate Transaction entered into or permitted to exist during the Suspension Period shall be deem
Issue Date, so that it is classified as permitted under clause (2) of the second paragraph of such covenant.

In the event Moody's or S&P is no longer in existence or issuing ratings, such organization may be replaced by a nationally recogni
defined in Rule 436 under the Securities Act) designated by LifePoint with notice to the trustee and the foregoing provisions will apply
replacement rating agency.

Table of Contents

Limitation on Secured Indebtedness

During any Suspension Period, LifePoint will not, and will not permit any Subsidiary that is not an Excluded Subsidiary to, incur an (other than a Permitted Lien) on any Principal Property or on any share of stock or Indebtedness of a Subsidiary without making effecti such Restricted Subsidiary, as the case may be, will secure the notes equally and ratably with (or, if the Indebtedness to be secured by s payment to the notes, prior to) the Indebtedness so secured until such time as such Indebtedness is no longer secured by a Lien, unless t Indebtedness secured by all such Liens (excluding any Permitted Lien) would not exceed 5% of Total Assets. Any Lien created for the pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and dis discharge of the initial Lien. For purposes of this "Limitation on Secured Indebtedness" covenant, "*Excluded Subsidiary*" shall include, included within the meaning thereof, any Subsidiary that is an Unrestricted Subsidiary on the Suspension Date.

Restricted Payments

LifePoint will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of LifePoint's or any Restricted Subsidiary without limitation, any payment in connection with any merger or consolidation involving LifePoint or any of its Restricted Subsidi holders of LifePoint's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distribu (other than Disqualified Stock) of LifePoint or to LifePoint or a Restricted Subsidiary);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or con Equity Interests of LifePoint;

(3) make any voluntary or optional payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for Indebtedness, except a payment of interest or principal at the Stated Maturity thereof or the purchase, redemption, defeasance, acqui such Indebtedness within 365 days of the Stated Maturity thereof; or

(4) make any Restricted Investment

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payme* giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) LifePoint would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payme the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Char the first paragraph of the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stoc

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by LifePoint and its Rest 2010 (excluding Restricted Payments permitted by clauses (2), (3), (4), (6), (7), (8), (9), (10), (12), (13), (14) and (15) of the next su sum, without duplication, of:

(a) 50% of the Consolidated Net Income of LifePoint for the period (taken as one accounting period) from June 30, 2010 to th ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Cons is a deficit, less 100% of such deficit), *plus*

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Table of Contents

(b) 100% of the aggregate net cash proceeds received by LifePoint since June 30, 2010 as a contribution to its common equity
Equity Interests of LifePoint (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualifie
exchangeable debt securities that have been converted into or exchanged for such Equity Interests of LifePoint (other than Equity
debt securities) sold to a Restricted Subsidiary), *plus*

(c) to the extent that any Restricted Investment that was made after June 30, 2010 is sold for cash or Cash Equivalents (or a co
liquidated or repaid for cash or Cash Equivalents (or a combination thereof), the lesser of (i) the return of capital with respect to
cost of disposition, if any) and (ii) the initial amount of such Restricted Investment, *plus*

(d) an amount equal to the sum of (x) the net reduction in Investments in Unrestricted Subsidiaries resulting from cash divide
or other transfers of assets, in each case to LifePoint or any Restricted Subsidiary from Unrestricted Subsidiaries, plus (y) the po
equity interest in such Subsidiary) of the fair market value of the net assets of an Unrestricted Subsidiary at the time such Unrest
Restricted Subsidiary, in each case since June 30, 2010 (*provided, however*, that the foregoing sum shall not exceed, in the case o
amount of Investments made since June 30, 2010 by LifePoint or any Restricted Subsidiary that were treated as Restricted Paym
amount will be included under this clause (d) to the extent it is already included in clauses (a), (b) or (c) above).

The preceding provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of the dividend, if at the date of declaration the divid
with the provisions of the indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any Subordinated Indebtedness of LifePoint or any
Equity Interests of LifePoint in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Res
Interests of LifePoint (other than Disqualified Stock);

(3) the defeasance, redemption, repurchase or other acquisition of Subordinated Indebtedness of LifePoint or any Restricted Subs
from an incurrence of (a) Permitted Refinancing Indebtedness or (b) any other Indebtedness to the extent that the Consolidated Seni
most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on
Subordinated Indebtedness is incurred is less than 4.5 to 1, determined on a *pro forma* basis (including a *pro forma* application of th
Indebtedness had been incurred at the beginning of such four-quarter period;

(4) the payment of any dividend or similar distribution by a Restricted Subsidiary to the holders of its Equity Interests on a pro ra

(5) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of LifePoint or any Restricted S
director or employee of LifePoint or any Subsidiary of LifePoint in connection with any management equity subscription agreement
disability, severance or benefit plan or agreement, any stock option or incentive plan or agreement, any employment agreement or a
provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $15 m
unused amounts in any calendar year being carried over to succeeding years);

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options or stock appreciation rights or the lapsi
to the extent such Equity Interests represent a portion of the exercise price of those stock options or stock appreciation rights or the v
connection with such stock options, stock appreciation rights or restricted stock;

Table of Contents

(7) the repurchase of any class of Capital Stock of a Restricted Subsidiary (other than Disqualified Stock) if such repurchase is m such class of Capital Stock;

(8) the payment of any scheduled dividend or similar distribution, and any scheduled repayment of the stated amount, liquidation final maturity or on any scheduled redemption or repurchase date, in respect of any series of preferred stock or similar securities of Subsidiary (including Disqualified Stock), *provided* that such series of preferred stock or similar securities was issued in complianc Indebtedness and Issuance of Preferred Stock" covenant;

(9) payments in lieu of fractional shares;

(10) the purchase of any Indebtedness that is subordinate to the notes at a purchase price no greater than 101% of the principal ar Change of Control in accordance with provisions similar to those described under the caption "—Repurchase at the Option of Holde that prior to such purchase LifePoint has made the Change of Control Offer as provided in such section and has purchased all notes connection with such Change of Control Offer;

(11) payments or distributions to dissenting stockholders pursuant to applicable law in connection with any merger, consolidatio the terms of the indenture;

(12) the purchase, redemption, cancellation or other retirement for a nominal value per right of any rights granted to holders of L shareholder rights plan;

(13) the repurchase, redemption or other acquisition of Disqualified Stock of LifePoint or any of its Restricted Subsidiaries in ex substantially concurrent offering of, Disqualified Stock of LifePoint; and

(14) the repurchase of Equity Interests of LifePoint in an aggregate amount not to exceed $225 million; and

(15) additional Restricted Payments pursuant to this clause (15) in an aggregate amount not to exceed $300 million at the time of such Restricted Payment being valued as of the date made and without regard to subsequent changes in value);

provided, that at the time of, and after giving effect to, any Restricted Payment permitted under subclause (b) of clause 3 and clause (15 is continuing or would be caused thereby.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the as transferred or issued by LifePoint or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair marke that are required to be valued by this covenant will be determined by the Board of Directors of LifePoint in good faith, whose determina conclusive.

For purposes of determining compliance with this "Restricted Payments" covenant, in the event that a Restricted Payment meets the categories of Restricted Payments described in clauses (1) through (15) above, or is entitled to be incurred pursuant to the first paragrap entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (complies with this covenant.

Incurrence of Indebtedness and Issuance of Preferred Stock

LifePoint will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guaran indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and Life Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided, however*, that LifePoint and incur Indebtedness (including Acquired Debt) and LifePoint may issue Disqualified Stock and any Restricted Subsidiary may issue pre Stock) if the Fixed Charge Coverage Ratio for LifePoint's most recently ended four full fiscal quarters for which internal financial state preceding the date on which such additional

Table of Contents

Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1, determined on a pro f
application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or preferred sto
be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the following (collectively, "*Permitted Debt*"):

(1) the incurrence by LifePoint and its Restricted Subsidiaries of additional Indebtedness and letters of credit under Credit Facilit
at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maxim
and its Restricted Subsidiaries thereunder) not to exceed $1,000 million (less the aggregate principal amount of Indebtedness incurre
then outstanding pursuant to clause (17) of this paragraph);

(2) Existing Indebtedness;

(3) the incurrence by LifePoint and the Guarantors of Indebtedness represented by (a) the notes and the related Subsidiary Guara
and (b) the Exchange Notes and the Exchange Subsidiary Guarantees to be issued pursuant to the indenture in exchange for the note
accordance with the terms of the Registration Rights Agreement;

(4) the incurrence by LifePoint or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, m
money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of construction or
equipment used in the business of LifePoint or such Subsidiary, in an aggregate principal amount, including all Permitted Refinanci
refinance or replace any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of $100 million and 2.5% of Tot

(5) the incurrence by LifePoint or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or th
extend, refinance, renew, replace, defease, or refund Indebtedness (other than intercompany Indebtedness) that was permitted by the
first paragraph of this covenant or clauses (2), (3), (4), (12), (13), (15), (26) or this clause (5) of this paragraph;

(6) the incurrence by LifePoint or any of its Restricted Subsidiaries of intercompany Indebtedness or the issuance of Disqualified
among LifePoint and any of its Restricted Subsidiaries; provided, however, that (a) any subsequent issuance or transfer of Equity In
Indebtedness, Disqualified Stock or Preferred Stock being held by a Person other than LifePoint or a Restricted Subsidiary and (b) a
Indebtedness, Disqualified Stock or Preferred Stock to a Person that is not either LifePoint or a Restricted Subsidiary, will be deeme
incurrence of such Indebtedness, Disqualified Stock or Preferred Stock by LifePoint or such Restricted Subsidiary, as the case may
clause (6);

(7) the incurrence by LifePoint or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fi
with respect to any Indebtedness that is permitted by the terms of the indenture to be outstanding or (b) exchange rate risk with resp
agreement or Indebtedness, or with respect to any asset, of such Person that is payable or denominated in a currency other than U.S.

(8) the guarantee by LifePoint or any of the Restricted Subsidiaries of Indebtedness of LifePoint or a Restricted Subsidiary that v
another provision of this covenant;

(9) the accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in
with the same terms, and the payment of dividends on preferred stock (including Disqualified Stock) in the form of additional share
(including Disqualified Stock) will not be deemed to be an incurrence of Indebtedness or an issuance of

Table of Contents

preferred stock (including Disqualified Stock) for purposes of this covenant; *provided*, in each such case, that the amount thereof is
LifePoint as accrued;

(10) Indebtedness of LifePoint or any Restricted Subsidiary consisting of guarantees, indemnities, hold backs or obligations in re
in connection with the acquisition or disposition of assets, including, without limitation, shares of Capital Stock of Restricted Subsic
obligations incurred in connection with the acquisition or disposition of assets which are contingent on the performance of the assets

(11) Indebtedness represented by (a) letters of credit for the account of LifePoint or any Restricted Subsidiary or (b) other obliga
pursuant to any surety bond or other similar arrangements, to the extent that such letters of credit and other obligations, as the case r
security for workers' compensation claims, payment obligations in connection with self-insurance, in connection with participation
other programs or other similar requirements in the ordinary course of business;

(12) the incurrence by LifePoint or any Restricted Subsidiary of Indebtedness to the extent the proceeds thereof are used to purch
Control Offer or to defease or discharge notes in accordance with the terms of the indenture;

(13) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadve
overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extingu
incurrence;

(14) Indebtedness incurred in the ordinary course of business in connection with cash pooling arrangements, cash management a
ordinary course of business in respect of netting services, overdraft protections and similar arrangements in each case in connection
accounts;

(15) Indebtedness consisting of (a) the financing of insurance premiums or (b) take or pay obligations in supply agreements, in ea
business;

(16) Indebtedness of LifePoint and its Subsidiaries representing the obligation of such Person to make payments with respect to t
Capital Stock of officers, employees or directors (or their estates) of LifePoint or such Subsidiaries pursuant to the terms of employr
agreements, benefit plans or similar documents;

(17) Indebtedness incurred by a Securitization Subsidiary in connection with a Qualified Securitization Transaction that is not rec
its Restricted Subsidiaries; *provided, however*, that in the event such Securitization Subsidiary ceases to qualify as a Securitization S
becomes recourse to LifePoint or any of its Restricted Subsidiaries, such Indebtedness will, in each case, be deemed to be, and must
incurred at such time (or at the time initially incurred) under one more of the other provisions of this covenant;

(18) the disposition of accounts receivable in connection with receivables factoring arrangements in the ordinary course of busine

(19) unsecured Indebtedness in respect of obligations of LifePoint or any of its Restricted Subsidiaries to pay the deferred purcha
progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open
customary trade terms (which require that all such payments be made within 60 days after the incurrence of the related obligations)

(20) Indebtedness representing deferred compensation to employees of LifePoint or any of its Restricted Subsidiaries incurred in

Table of Contents

(21) reimbursement obligations with respect to letters of credit, bank guarantees, warehouse receipts or similar instruments issue
and Indebtedness of LifePoint in respect of letters of credit issued by LifePoint for its own account or for the account of any of its R

(22) Indebtedness arising from any Sale and Leaseback Transaction, *provided* that the principal amount of any Indebtedness incu
exceed (a) $35 million less (b) the aggregate amount of Permitted Refinancing Indebtedness incurred to refinance Indebtedness incu

(23) Physician Support Obligations incurred by LifePoint or any Restricted Subsidiary;

(24) Indebtedness incurred on behalf of or representing Guarantees of Indebtedness of Permitted Joint Ventures of LifePoint or a
excess of $35 million at any one time outstanding;

(25) the incurrence by LifePoint or any of its Restricted Subsidiaries of additional Indebtedness (which may include, but is not li
referred to in the foregoing clauses (1) through (24) and clause (26)) in an aggregate principal amount (or accreted value, as applica
including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this
greater of $200 million and 5.0% of Total Assets; and

(26) Indebtedness of a Restricted Subsidiary outstanding on the date on which such Restricted Subsidiary was acquired by LifePo
Subsidiary (other than Indebtedness incurred as consideration in, or to provide all or any portion of the funds or credit support utiliz
series of transactions pursuant to which such Restricted Subsidiary became a Subsidiary of LifePoint or was otherwise acquired by L
effect thereto, (a) LifePoint would be permitted to incur at least $1 of additional Indebtedness pursuant to the Fixed Charge Coverag
above, or (b) the Fixed Charge Coverage Ratio would be no worse than immediately prior thereto.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, in the eve
Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (26) above, or is e
first paragraph of this covenant, LifePoint will be permitted to classify and reclassify such item of Indebtedness in any manner that com
Indebtedness under Credit Facilities outstanding on the date on which notes are first issued and authenticated under the indenture will b
such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that may be incurred pursuant to this co
exceeded with respect to any Indebtedness solely as a result of fluctuations in exchange rates or currency values.

Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of
shall not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented
as the case may be, was in compliance with this covenant.

Liens

LifePoint will not, and will not permit any Restricted Subsidiary to, directly or indirectly, issue, assume or guarantee any Indebtedne
Permitted Lien) on any property or asset now owned or hereafter acquired by LifePoint or such Restricted Subsidiary without making e
all notes then or thereafter outstanding will be secured by a Lien equally and ratably with or prior to any and all other obligations thereb
obligations shall be so secured. Any Lien created for the benefit of the holders of the notes pursuant to the preceding sentence shall prov
be automatically and unconditionally released and discharged upon the release and discharge of the initial Lien.

Table of Contents

Dividend and other Payment Restrictions Affecting Restricted Subsidiaries

LifePoint will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to LifePoint or any of its Restricted Subsidiaries, or with re participation in, or measured by, its profits, or pay any indebtedness owed to LifePoint or any of its Restricted Subsidiaries;

(2) make loans or advances to LifePoint or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to LifePoint or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities or other agreements as in effect on the Issue Date and any a restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, *provided* that the ame restatements, renewals, increases, supplements, refundings, replacement or refinancings are not materially more restrictive, taken as dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(2) the indenture, the notes, the Subsidiary Guarantees, the Exchange Notes and the Exchange Subsidiary Guarantees;

(3) applicable law;

(4) any instrument governing Indebtedness or Capital Stock of a Person, or such encumbrances or restrictions with respect to oth acquired by LifePoint or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such encu Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not appl properties or assets of any Person, other than the Person, the property or assets of the Person, so acquired, *provided* that, in the case was permitted by the terms of the indenture to be incurred;

(5) customary non-assignment provisions in leases, licences and other agreements entered into in the ordinary course of business

(6) purchase money obligations or Capital Lease Obligations for property acquired or leased in the ordinary course of business th property or the assets otherwise subject thereto of the nature described in clause (3) of the preceding paragraph;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary or any assets thereof that restricts distributions by th sale or other disposition;

(8) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Ref materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens securing Indebtedness otherwise permitted to be incurred under the provisions of the covenant described above under t

(10) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, assets sale agreem other similar agreements entered into in the ordinary course of business;

Table of Contents

(11) restrictions imposed in connection with a financing transaction involving a sale or other disposition of accounts receivable a limitation, in connection with a securitization or similar financing) or in connection with a financing involving a subsidiary trust or s permitted by the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock", *provi* materially adversely affect LifePoint's ability to pay interest and principal on the notes when due;

(12) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course governmental agencies or authorities;

(13) in the case of clause (3) of the preceding paragraph, encumbrances or restrictions arising or agreed to in the ordinary course Indebtedness and that do not materially detract from the value of the property or assets of LifePoint and its Restricted Subsidiaries; a

(14) encumbrances or restrictions contained in the terms of Indebtedness if the encumbrance or restriction is not materially more customary in comparable financings and will not materially affect LifePoint's ability to make principal or interest payments on the n LifePoint in good faith); and

(15) agreements with respect to Insurance Subsidiaries or with respect to securities thereof, in each case in connection with the o

Limitation on Sale and Leaseback Transactions

LifePoint will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to an or the Restricted Subsidiary would be entitled to:

(1) incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale and Leaseback Transaction pursuant under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(2) create a Lien on such property securing such Attributable Debt pursuant to the covenant described above under the caption "–

In which case, the corresponding Indebtedness and Lien will be deemed incurred pursuant to those provisions.

Merger, Consolidation or Sale of Assets

LifePoint may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not LifePoint is the surviv transfer, convey or otherwise dispose of all or substantially all of the properties or assets of LifePoint and its Restricted Subsidiaries tak transactions, to another Person; unless:

(1) either: (a) LifePoint is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (such sale, assignment, transfer, conveyance or other disposition has been made is a Person organized or existing under the laws of th United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than LifePoint) or the Person to which such sale or other disposition has been made assumes all the obligations of LifePoint under the notes and the indenture pursuant to a suppleme satisfactory to the trustee;

(3) immediately after such transaction, on a pro forma basis giving effect to such transaction or series of transactions (and treatin Restricted Subsidiary incurred in connection with or as a result of such transaction or series of transactions as having been incurred Default or Event of Default exists; and

e424b3

Table of Contents

(4) except in the case of a transaction entered into to reincorporate LifePoint in another jurisdiction, LifePoint or the Person form consolidation or merger (if other than LifePoint), or to which such sale, assignment, transfer, conveyance or other disposition has be transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning (a) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the f described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" or (b) have a Fixed Charge Cove Fixed Charge Coverage Ratio of LifePoint for such applicable four-quarter period without giving pro forma effect to such transactio transactions.

In addition, LifePoint may not, directly or indirectly, lease all or substantially all of the properties or assets of LifePoint and its Restr in one or more related transactions, to any other Person. This "Merger, Consolidation or Sale of Assets" covenant will not apply to a sa or other disposition of assets between or among LifePoint and any of the Guarantors.

Upon any consolidation or merger, or any sale, assignment, transfer, conveyance, transfer or other disposition of all or substantially LifePoint and its Restricted Subsidiaries, taken as a whole, in accordance with the foregoing provisions, the successor Person formed by LifePoint is merged or to which such sale, assignment, transfer, conveyance or other disposition is made, shall succeed to, and be subst right and power of, LifePoint under the indenture with the same effect as if such successor had been named as LifePoint therein. When obligations of its predecessor under the indenture and the notes following a consolidation or merger, or any sale, assignment, transfer, c or substantially all of the assets of the predecessor in accordance with the foregoing provisions, the predecessor shall be released from t

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of LifePoint may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation wo Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of the designation and will reduce Payments under the first paragraph of the covenant described above under the caption "—Restricted Payments" or Permitted Investmen designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets th Subsidiary. The Board of Directors of LifePoint may re-designate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redes As of the Issue Date, our Subsidiary, Life Indemnity, LTD, is an Unrestricted Subsidiary.

Transactions with Affiliates

LifePoint will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, l for the benefit of, any Affiliate (each, an "*Affiliate Transaction*"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to LifePoint or the relevant Restricted Subsidiary than those tha comparable transaction by LifePoint or such Restricted Subsidiary with an unrelated Person; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in exces the trustee a resolution of LifePoint's Board of Directors set forth in an officers' certificate certifying that such Affiliate Transaction that such Affiliate Transaction has been approved by a majority of the disinterested members of LifePoint's Board of Directors, or a Holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm o States.

e424b3

Table of Contents

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior

(1) directors' fees, indemnification and similar arrangements, consulting fees, employee salaries, bonuses or employment agreem disability, severance or employee benefit arrangements and incentive arrangements with, and loans and advances to, any officer, dir course of business,

(2) performance of all agreements in existence on the Issue Date and any modification thereto or any transaction contemplated th therefor so long as such modification or replacement is not materially more disadvantageous to LifePoint or any of its Restricted Su agreement in effect on the Issue Date;

(3) transactions in connection with a financing transaction involving a sale or other disposition of accounts receivable and relatec limitation, in connection with a securitization or similar financing) or in connection with a financing involving a subsidiary trust or permitted by the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock";

(4) transactions in the ordinary course of business with any joint venture that is otherwise permitted by the indenture; *provided*, t among LifePoint and/or any of its Subsidiaries on the one hand and third parties that are not otherwise Affiliates of LifePoint on the

(5) transactions between or among LifePoint and/or its Restricted Subsidiaries;

(6) transactions with a Person (other than an Unrestricted Subsidiary) that is an Affiliate of LifePoint solely because LifePoint or Equity Interest in, or controls, such Person;

(7) sales of Equity Interests (other than Disqualified Stock) to Affiliates of LifePoint and the granting of registration and other cu therewith;

(8) Restricted Payments and Permitted Investments that are permitted by the provisions of the indenture described above under t

(9) transactions complying with the covenant described above under the caption "—Merger, Consolidation or Sale of Assets";

(10) pledges of Equity Interests of Unrestricted Subsidiaries;

(11) any transaction effected as part of a Qualified Securitization Financing; and

(12) any transaction with an Insurance Subsidiary in the ordinary course of business.

Additional Subsidiary Guarantees

If LifePoint or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary after the Issue Date, then that newl Subsidiary (other than an Excluded Subsidiary) will become a Guarantor and execute a supplemental indenture and deliver an opinion c trustee as promptly as possible after the end of the fiscal quarter in which it was acquired or created.

Reports

Whether or not required by the Commission, so long as any notes are outstanding, LifePoint will furnish to the Holders of notes and Commission will not accept such filing), within the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Form required to file such Forms, including a

Table of Contents

"Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual informa
financial statements by LifePoint's certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if LifePoint were required to file such
information accepted for filing with the Commission shall be deemed to have been furnished to Holders of the notes.

Events of Default and Remedies

Each of the following is an Event of Default with respect to the notes:

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in payment when due of the principal of, or premium, if any, on the notes (including the failure to repurchase notes pu
or Asset Sale Offer);

(3) failure by LifePoint or any of its Restricted Subsidiaries to comply with the covenants described above under the caption "—
Consolidation or Sale of Assets;"

(4) failure by LifePoint or any of its Restricted Subsidiaries for 60 days after notice to comply with any of the other agreements i

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or ev
borrowed by LifePoint or any of its Restricted Subsidiaries (or the payment of which is guaranteed by LifePoint or any of its Restric
Indebtedness or guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay principal of such Indebtedness at its final stated maturity after giving effect to any grace peric
the date of such default (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness un
Default or the maturity of which has been so accelerated, aggregates $25 million or more;

(6) failure by LifePoint or any of its Restricted Subsidiaries to pay final, non-appealable judgments aggregating in excess of $25
insurance or as to which an insurer has not acknowledged coverage in writing, which judgments are not paid, discharged or stayed f

(7) except as permitted by the indenture, any Subsidiary Guarantee of a Significant Subsidiary of notes shall be held in any final,
to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor that is a Significant Subsic
of any such Guarantor, shall deny or disaffirm its obligations under its Subsidiary Guarantee for the notes; and

(8) certain events of bankruptcy or insolvency described in the indenture with respect to LifePoint or any of its Restricted Subsid
Subsidiary.

A Default under clause (4) is not an Event of Default in respect of the notes until the trustee or the Holders of at least 25% in principal a
notify LifePoint and the trustee (in the case of a notice given by holders) of the Default and LifePoint does not cure such default within
such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

[Table of Contents](#)

In the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to LifePoint, all outstanding r
immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the Holders of at leas
then outstanding notes may declare all the notes to be due and payable immediately.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture. Subject to certain limitations, Ho
amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from Holders
continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default r
or interest.

The Holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may on behalf of the H
existing Default or Event of Default and its consequences under the indenture except a continuing Default or Event of Default in the pa
the principal of, the notes.

LifePoint is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware o
LifePoint is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of LifePoint or any Guarantor, as such, will have any liability for any obl
Guarantors under the notes, the indenture, the Subsidiary Guarantees, or for any claim based on, in respect of, or by reason of, such obl
Holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuan
be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

LifePoint may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding notes and a
discharged with respect to their Subsidiary Guarantees ("*Legal Defeasance*") except for:

(1) the rights of Holders of outstanding notes to receive payments in respect of the principal of, or interest or premium on, such n
from the trust referred to below;

(2) LifePoint's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroye
maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and LifePoint's and the Guarantor's obligations in connection

(4) the Legal Defeasance provisions of the indenture.

In addition, LifePoint may, at its option and at any time, elect to have the obligations of LifePoint and the Guarantors released with r
described in the indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a D
respect to the notes. In the event Covenant Defeasance occurs in respect of the notes, certain events (not including non-payment, bankru
and insolvency events with respect to LifePoint) described under "—Events of Default and Remedies" will no longer constitute an Even
notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) LifePoint must irrevocably deposit with the trustee, in trust, for the benefit of the Holders of the notes, cash in U.S. dollars su
Securities, the scheduled payments of principal of and

Table of Contents

interest on which will be sufficient, or a combination of cash in U.S. dollars and non-callable Government Securities, the scheduled on which will together with such cash be sufficient, in the opinion of a nationally recognized firm of independent public accountants reinvestment of interest, to pay the principal of, or interest and premium on, the outstanding notes on the stated maturity or on the ap may be, and LifePoint must specify whether such notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, LifePoint has delivered to the trustee an opinion of counsel in form reasonably acceptable to (a) LifePoint has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the H not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federa in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, LifePoint has delivered to the trustee an opinion of counsel in form reasonably acceptabl Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenan federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant D

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of De of funds to be applied to such deposit and the grant of any Lien securing such borrowing);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any m (other than the indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which Lif party or by which LifePoint or any of its Subsidiaries is bound;

(6) LifePoint must deliver to the trustee an officers' certificate stating that the deposit was not made by LifePoint with the intent over the other creditors of LifePoint with the intent of defeating, hindering, delaying or defrauding creditors of LifePoint or others; a

(7) LifePoint must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precede or the Covenant Defeasance have been complied with or waived.

Notwithstanding the foregoing, the opinion of counsel required by clause (2) above with respect to a Legal Defeasance need not be d delivered to the trustee for cancellation (i) have become due and payable or (ii) will become due and payable on the maturity date or on (in the case of a redemption) under arrangements satisfactory to the trustee for the giving of notice of redemption by the trustee in the n LifePoint.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes may be amended or supplemented with the con majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purcha offer for, notes), and any existing default or compliance with any provision of the indenture or the notes may be waived with the conser principal amount of the then outstanding notes (including, without limitation, consents obtained in connection with a purchase of, or ter notes).

Without the consent of each Holder affected, an amendment or waiver may not (with respect to any notes held by a non-consenting H

Table of Contents

(1) reduce the principal amount of notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter the provisions with respect to the redemption of the n
to the covenants described above under the caption "—Repurchase at the Option of Holders" and other than notice provisions with r
LifePoint);

(3) reduce the rate of or change the time for payment of interest on any note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium on, the notes (except a rescission o
Holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default in respect of the notes t

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of Holders of notes to rec
interest or premium on, the notes;

(7) after the date of an event giving rise to a redemption, waive a redemption payment with respect to any note (other than a paym
covenants described above under the caption "—Repurchase at the Option of Holders");

(8) release any Guarantor from any of its obligations under its Subsidiary Guarantee or the indenture, except in accordance with t

(9) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any Holder of notes, LifePoint, the Guarantors, if applicable, and the trustee m
indenture or the notes:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of LifePoint's or a Guarantor's obligations to Holders of notes in the case of a merger or consol
all of LifePoint's or a Guarantor's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders of notes or that does not adversely affe
indenture of any such Holder;

(5) to comply with requirements of the Commission in order to effect or maintain the qualification of the indenture under the Tru

(6) to allow any Guarantor to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the notes;

(7) to evidence and provide the acceptance of the appointment of a successor trustee under the indenture;

(8) to mortgage, pledge, hypothecate or grant a security interest in favor of the trustee for the benefit of the Holders of notes as ad
and performance of LifePoint's or a Guarantor's obligations;

(9) to release a Guarantor from its Subsidiary Guarantee pursuant to the terms of the indenture when permitted or required pursua

Table of Contents

(10) to conform the text of the indenture, the notes or the Subsidiary Guarantees to any provision of this Description of Notes to t
Description of Notes was intended to be a substantially verbatim recitation of a provision of the indenture, the notes or the Subsidiar

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for w deposited in trust and thereafter repaid to LifePoint, have been delivered to the trustee for cancellation; or

(b) all notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing otherwise or will become due and payable within one year and LifePoint or any Guarantor has irrevocably deposited or caused to trust funds in trust solely for the benefit of the Holders of notes, cash in U.S. dollars, non-callable Government Securities, the sch interest on which will be sufficient, or a combination of cash in U.S. dollars and non-callable Government Securities, the schedu interest on which will, together with such cash, be sufficient, in the opinion of a nationally recognized firm of independent public only be provided if non-callable Government Securities have been deposited), without consideration of any reinvestment of inter indebtedness on the notes not delivered to the trustee for cancellation for principal, premium and accrued interest to the date of m

(2) no Default or Event of Default with respect to the notes has occurred and is continuing on the date of the deposit (other than a resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in eac secure such borrowing) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument is a party or by which LifePoint or any Guarantor is bound (other than with respect to the borrowing of funds to make the deposit re discharge and any similar deposit relating to other Indebtedness and in each case the granting of Liens to secure such borrowings);

(3) LifePoint or any Guarantor has paid or caused to be paid all sums payable by it under the indenture with respect to the notes;

(4) LifePoint has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the pa redemption date, as the case may be.

In addition, LifePoint must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to been satisfied or waived.

Concerning the Trustee

If the trustee becomes a creditor of LifePoint or any Guarantor, the indenture limits its right to obtain payment of claims in certain ca received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

The Holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place o exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default occ will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to suc under no obligation to exercise any of its rights or powers under the

Table of Contents

indenture at the request of any Holder of notes, unless such Holder has offered to the trustee security and indemnity satisfactory to it ag

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such te terms used herein for which no definition is provided.

"*3.25% Convertible Senior Subordinated Debentures due 2025*" means the $225 million in aggregate principal amount of 3.25% Co Debentures due 2025 issued by LifePoint pursuant to an indenture dated August 10, 2005 between LifePoint and Citibank, N.A., as trus

"*3.5% Convertible Senior Subordinated Notes due 2014*" means the $575 million in aggregate principal amount of 3.5% Convertibl 2014 issued by LifePoint pursuant to an indenture dated May 29, 2007 between LifePoint and The Bank of New York Mellon Trust Co

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidi whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person (limited to the maximum amount o with respect to such Lien).

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indire specified Person. For purposes of this definition, "*control*," as used with respect to any Person, means the possession, directly or indirec the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherw ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "*con common control with*" have correlative meanings.

"*Applicable Redemption Premium*" means, with respect to any note on any redemption date, the excess of

(1) the present value at such redemption date of the redemption price of such note if such note were redeemed on October 1, 201 due on such note through October 1, 2015 (not including any portion of such payments of interest accrued to the redemption date) c to the Treasury Rate at such redemption date plus 50 basis points, over

(2) the then-outstanding principal amount of the note.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition by LifePoint or any of its Restricted Subsidiaries of any assets, other than sale ordinary course of business consistent with past practices; *provided* that the sale, conveyance or other disposition of all or substantia its Restricted Subsidiaries taken as a whole will be governed by the covenant described above under the caption "—Repurchase at t control" and/or the covenant described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" a Sale covenant; and

(2) the issuance of Equity Interests (other than directors' qualifying shares) by any Restricted Subsidiary or the sale of Equity Int

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

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Table of Contents

(1) any single transaction or series of related transactions that involves assets having a fair market value of less than $30 million;

(2) a transfer of assets between or among LifePoint and one or more Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary to LifePoint or to another Restricted Subsidiary;

(4) the sale, lease, assignment, sublease or other disposition of equipment, inventory, accounts receivable or other assets in the or

(5) the sale or other disposition of cash or Cash Equivalents;

(6) a Restricted Payment (or Payment that would constitute a Restricted Payment but for the exclusions from the definition there permitted by the covenant described above under the caption "—Certain Covenants—Restricted Payments";

(7) a sale or other disposition of accounts receivable and related assets in connection with a financing transaction involving such in connection with a securitization or similar financing);

(8) any disposition of property in the ordinary course of business by LifePoint or any Restricted Subsidiary that, in the good faith LifePoint, has become obsolete, worn out, damaged or no longer useful in the conduct of the business of LifePoint or the Restricted

(9) any Asset Swap;

(10) any sale of securities constituting Equity Interests that are issued by a subsidiary trust or other financing vehicle in a transac described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock;"

(11) the discount or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or com

(12) licenses and sublicenses by LifePoint or any of its Restricted Subsidiaries of software or intellectual property in the ordinary with past practice;

(13) a Sale and Leaseback Transaction, *provided* that at least 75% of the consideration paid to LifePoint or the Restricted Subsid Transaction consists of cash received at closing;

(14) the sale, transfer or other disposition of Hedging Obligations incurred pursuant to the covenant described above under the ca and Issuance of Preferred Stock";

(15) the creation of any Permitted Lien and dispositions in connection with Permitted Liens;

(16) dispositions of assets resulting from the assertion by federal, state or local governmental authorities (or similarly empowered domain, condemnation or expropriation or similar rights;

(17) long-term leases of Hospitals to another Person; *provided* that the aggregate book value of all such properties subject to such Total Assets of LifePoint;

(18) sales of assets received by LifePoint or any of its Restricted Subsidiaries upon the foreclosure on a Lien; and

(19) the disposition of Receivables and Related Assets in a Qualified Securitization Transaction.

"*Asset Sale Offer*" has the meaning set forth in the covenant described above under the caption "—Repurchase at the Option of Hold

Table of Contents

"*Asset Swap*" means an exchange by LifePoint or any Restricted Subsidiary of property or assets for property or assets of another Pe the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such exchange at least equal to the fair ma property sold, issued or otherwise disposed of (as evidenced by a resolution of LifePoint's Board of Directors), and (ii) at least 75% of t exchange constitutes assets or other property of a kind usable by LifePoint and its Restricted Subsidiaries in a Permitted Business; *prov* Equivalents received by LifePoint or any of its Restricted Subsidiaries in connection with such an exchange shall constitute Net Procee "Repurchase at the Option of Holders—Asset Sales."

"*Attributable Debt*" means, in respect of a Sale and Leaseback Transaction, the present value, discounted at the interest rate implicit Transaction, of the total obligations of the lessee for rental payments during the remaining term of the lease in the Sale and Leaseback T

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in cal any particular "*person*" (as that term is used in Section 13(d)(3) of the Exchange Act), such "*person*" will be deemed to have beneficial "*person*" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisab subsequent condition. The terms "*Beneficially Owns*" and "*Beneficially Owned*" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation (or any duly authorized committee thereof);

(2) with respect to a partnership, the Board of Directors (or any duly authorized committee thereof) of the general partner of the p

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing me

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital leas to be capitalized on a balance sheet in accordance with GAAP.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (howev

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); an

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributi

"*Cash Equivalents*" means:

(1) United States dollars;

(2) Securities constituting direct obligations of the United States or any agency or instrumentality of the United States, the payme a full faith and credit obligation of the United States, maturing in three years or less from the date of acquisition thereof;

Table of Contents

(3) securities constituting direct obligations of any State or municipality within the United States maturing in three years or less f which, in any such case, at the time of acquisition by LifePoint or any Restricted Subsidiary, is accorded one of the two highest long debt ratings by S&P or Moody's or any other United States nationally recognized credit rating agency of similar standing;

(4) certificates of deposit with a maturity of one year or less or bankers' acceptances issued by a bank or trust company having ca aggregating at least $500 million and having a short-term unsecured debt rating of at least "*P-1*" by Moody's or "*A-1*" by S&P;

(5) eurodollar time deposits with maturities of one year or less and overnight bank deposits with any bank or trust company havi profits aggregating at least $500 million and having a short-term unsecured debt rating of at least "*P-1*" by Moody's or "*A-1*" by S&

(6) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clauses (2), with any financial institution meeting the qualifications specified in such clauses above;

(7) commercial paper maturing in 365 days or less from the date of issuance which, at the time of acquisition by LifePoint or any rating of "*A2*" or better by S&P or "*P2*" or better by Moody's or any other United States nationally recognized credit rating agency

(8) any fund or other pooling arrangement at least 95% of the assets of which constitute Investments described in clauses (1) thro

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or or substantially all of the properties or assets of LifePoint and its Restricted Subsidiaries taken as a whole to any "*person*" (as that te Exchange Act);

(2) the adoption of a plan relating to the liquidation or dissolution of LifePoint;

(3) LifePoint becomes aware of (by way of a report or other filing pursuant to Section 13(d) of the Exchange Act, proxy, written consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "*person* Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of LifePoint, measured by voting power rather than

(4) the first day on which a majority of the members of the Board of Directors of LifePoint are not Continuing Directors; or

(5) a change of control under our 3.25% Convertible Senior Subordinated Debentures due 2025 or our 3.5% Convertible Senior S

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Consolidated Assets*" of any Person as of any date means the total assets of such Person and its Restricted Subsidiaries on a consoli determined in accordance with GAAP.

"*Consolidated Cash Flow*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person

(1) an amount equal to any extraordinary, unusual or non-recurring loss plus any net loss realized by such Person or any of its Re with an Asset Sale (without regard to the dollar limitation in the definition thereof), to the extent such losses were deducted in comp Income*; plus*

Table of Contents

(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent tha deducted in computing such Consolidated Net Income; *plus*

(3) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whe without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest compone obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fee letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obliga expense was deducted in computing such Consolidated Net Income; *plus*

(4) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid ca period) and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve fo or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such per depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *plus*

(5) severance payments related to management employment contracts, non-cash stock-based compensation expense, and net inco interests in LifePoint's non-wholly-owned Subsidiaries; *minus*

(6) any amortization of discounts of convertible debt instruments resulting from the application of APB 14-1 "*Accounting for Co*

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary co

in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and Restricted Subsidiary will be added to Consolidated Net Income to compute Consolidated Cash Flow of LifePoint only to the extent tha permitted at the date of determination to be dividended to LifePoint by such Restricted Subsidiary without prior governmental approval pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulat Subsidiary or its stockholders.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Pers for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

(1) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method o the extent of the amount of dividends or distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or sin Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not be indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or government Restricted Subsidiary or its stockholders;

(3) for purposes of the covenant described above under the caption "—Certain Covenants—Restricted Payments" covenant abov acquired in a pooling of interests transaction for any period prior to the date of such acquisition will be excluded; and

Table of Contents

(4) the cumulative effect of a change in accounting principles will be excluded.

"*Consolidated Secured Debt Ratio*" as of the date of any event for which a calculation is required (the "*date of determination*") mea
amount of all Indebtedness of LifePoint and its Restricted Subsidiaries that is secured by Liens as of the date of determination to (b) the
LifePoint for the most recently ended four full fiscal quarters for which internal financial statements are available immediately precedin
case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definit
Leverage Ratio".

"*Consolidated Senior Leverage Ratio*" means, as of the date of any event for which a calculation is required (the "*date of determina*
amount of all Indebtedness (other than Subordinated Indebtedness) of LifePoint and its Restricted Subsidiaries and preferred stock of R
Guarantors as of the date of the determination to (y) the Consolidated Cash Flow of LifePoint for the most recently ended four full fisca
financial statements are available immediately preceding the date of determination.

In addition, for purposes of calculating the Consolidated Senior Leverage Ratio, *pro forma* effect will be given to:

(1) acquisitions of any operations or businesses or assets (other than assets acquired in the ordinary course of business) that have
or any of its Restricted Subsidiaries, including through purchases or through mergers or consolidations and including any related fin
quarter reference period or subsequent to such reference period and on or prior to the date of determination, as if they had occurred
reference period; and

(2) the discontinuance of operations or businesses and dispositions of operations or businesses or assets (other than assets dispos
business) during the four quarter reference period or subsequent to such reference period and on or prior to the date of determinatio
day of the four quarter reference period.

For purposes of this definition, whenever *pro forma* effect is to be given to a transaction, the pro forma calculations shall be determi
financial or accounting officer of LifePoint.

"*Continuing Directors*" means, as of any date of determination, any member of the Board of Directors of LifePoint who:

(1) was a member of such Board of Directors immediately after the annual stockholders meeting of LifePoint following the Issue

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors
the time of such nomination or election.

"*Credit Agreement*" means the Credit Agreement, dated as of April 15, 2005, by and among LifePoint, as borrower, the lenders part
Inc., as administrative agent, Bank of America, N.A., CIBC World Markets Corp., SunTrust Bank, UBS Securities LLC, as co-syndicat
Markets Inc. as sole lead arranger and sole bookrunner, including any related notes, guarantees, collateral documents, instruments and a
therewith, and in each case as amended (including, without limitation, as to principal amount), modified, renewed, refunded, replaced o
(whether or not with the original agents or lenders and whether or not contemplated under the original agreement relating thereto).

"*Credit Facilities*" means one or more debt facilities (including, without limitation, the Credit Agreement), note purchase agreemen
indentures, in each case with banks, institutional or other lenders or a trustee providing for revolving credit loans, term loans, receivabl
sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters o
case, as amended (including, without limitation, as to principal amount), restated, modified, renewed, refunded, replaced or refinanced

Table of Contents

time (whether or not with the original agents or lenders or parties and whether or not contemplated under the original agreement relatin

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Non-cash Consideration*" means any non-cash consideration received by LifePoint or one of its Restricted Subsidiaries that is designated as Designated Non-cash Consideration pursuant to an officers' certificate executed by the principal financial officer a officers of LifePoint or such Restricted Subsidiary at the time of such Asset Sale. Any particular item of Designated Non-cash Conside be outstanding once it has been sold for cash or Cash Equivalents.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for w at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the C LifePoint to repurchase such Capital Stock upon the occurrence of a change of control with respect to LifePoint or an asset sale by Life will not constitute Disqualified Stock if the terms of such Capital Stock provide that LifePoint may not repurchase or redeem any such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain Covenants–

"*Domestic Subsidiary*" means any Restricted Subsidiary organized under the laws of the United States or any state of the United Sta

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt sec exchangeable for, Capital Stock).

"*Equity Offering*" means any public or private sale by LifePoint for cash of its common stock or preferred stock (excluding Disquali

"*Excess Proceeds*" has the meaning set forth in the covenant described above under the caption "—Repurchase at the Option of Hol

"*Exchange Notes*" means the debt securities of LifePoint issued pursuant to the indenture in exchange for the notes in compliance w Rights Agreement.

"*Exchange Subsidiary Guarantees*" means the guarantees of the obligation of LifePoint under the indenture and the notes issued pur for the Subsidiary Guarantees in compliance with the terms of the Registration Rights Agreement.

"*Excluded Subsidiaries*" means those Domestic Subsidiaries that are designated by LifePoint as Domestic Subsidiaries that will not that in no event will the Excluded Subsidiaries, either individually or collectively, hold more than 25% of the consolidated assets of Lif as of the end of any fiscal quarter or account for more than 25% of the consolidated revenue of LifePoint and its Domestic Subsidiaries period (in each case determined as of the most recent fiscal quarter for which LifePoint has internal financial statements available); *pro* Domestic Subsidiary that guarantees any Indebtedness incurred pursuant to clause (1) of the second paragraph of the covenant describe Incurrence of Indebtedness and Issuance of Preferred Stock" may not be designated as or continue to be an Excluded Subsidiary. In the individually or collectively, previously designated as Excluded Subsidiaries cease to meet the requirements of the previous sentence, Li following such event, cause one or more of such Domestic Subsidiaries to become Guarantors so that the requirements of the previous s

Table of Contents

"*Existing Indebtedness*" means Indebtedness of LifePoint and its Restricted Subsidiaries (other than Indebtedness under the Credit A
Date, until such amounts are repaid.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, incl amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred p component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred i bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations; *plus*

(2) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiarie such Person or one of its Restricted Subsidiaries, to the extent such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such P Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of LifePoint (other than Disqualified Stock) Subsidiary, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combine rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP; *minus*

(5) any amortization of discounts of convertible debt instruments resulting from the application of APB 14-1 "*Accounting for Co*

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assume redeems any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subseque period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calcu Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving *pro forma* effect to such incurr repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio, *pro forma* effect will be given to:

(1) acquisitions of any operations or businesses or assets (other than assets acquired in the ordinary course of business) that have or any of its Restricted Subsidiaries, including through purchases or through mergers or consolidations and including any related fin quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, as if they had occurred on th reference period; and

(2) the discontinuance of operations or businesses and dispositions of operations or businesses or assets (other than assets dispose business) during the four quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, as of the four quarter reference period.

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall he cal Calculation Date had been the applicable rate for the entire period. Interest on a Capital Lease Obligation shall he deemed to accrue at a by a responsible financial or accounting officer of LifePoint to be the rate of interest implicit in such

Table of Contents

Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebte
facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applica
that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rat
have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as LifePoint may designate.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earning
consolidated interest expense associated with any Indebtedness incurred in connection therewith, the pro forma calculations shall be de
responsible financial or accounting officer of LifePoint. In addition, any such pro forma calculation may include adjustments appropria
LifePoint as set forth in an officers' certificate, to reflect operating expense reductions reasonably expected to result from any acquisitio

"*GAAP*" means generally accepted accounting principles in the United States as in effect as of the Issue Date, including those set fo

(1) the Financial Accounting Standards Board's FASB Accounting Standards Codification; and

(2) the rules and regulations of the SEC with respect to generally accepted accounting principles, including those governing the i
periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff ac
statements from the accounting staff of the SEC.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of Americ
unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issue
(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or intere
Securities held by such custodian for the account of the holder of such depository receipt; provided that (except as required by law) suc
any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect o
specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of busines
including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, o

"*Guarantors*" means each of:

(1) the Domestic Subsidiaries of LifePoint as of the Issue Date other than Excluded Subsidiaries; and

(2) any other Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the indenture, and their respe
provided that upon the release and discharge of any Person from its Subsidiary Guarantee in accordance with the indenture, such Pe

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

Table of Contents

(2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates or foreign exchange ra

"*Hospital*" means a hospital, outpatient clinic, outpatient surgical center, long-term care facility, diagnostic facility, medical office b that is used or useful in or related to the provision of healthcare services.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect ther

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations of such Person and Attributable Debt in respect of Sale and Leaseback Transactions e

(5) representing the balance deferred and unpaid of the purchase price of any property; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a b prepared in accordance with GAAP. In addition, the term "*Indebtedness*" includes all Indebtedness of others secured by a Lien on any a or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified P other Person, in each case limited to the maximum amount of liability of the specified Person with respect to such Lien or Guarantee or Notwithstanding anything in the foregoing to the contrary, Indebtedness shall not include trade payables or accrued expenses for proper ordinary course of business, any liability for federal, state, local or other taxes or any settlements or judgments relating to governmental The amount of any Indebtedness issued with original issue discount will be the accreted value of such Indebtedness.

"*Insurance Subsidiary*" means a Subsidiary of LifePoint or any Restricted Subsidiary established for the purpose of insuring the bus operated by LifePoint or any of its Subsidiaries or any joint venture to which they are party or any Person employed by or on the staff o

"*Investment Grade*" means (1) with respect to S&P, any of the rating categories from and including AAA to and including BBB- and the rating categories from and including Aaa to and including Baa3.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affilia Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to directors, offi ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, toge be classified as investments on a balance sheet prepared in accordance with GAAP. If LifePoint or any Restricted Subsidiary sells or ot Interests of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no lo LifePoint will be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the E Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under th Restricted Payments"; *provided* that LifePoint shall not have been deemed to have made an Investment pursuant to the foregoing if Life concurrently therewith been deemed to have made an Investment in connection with such Equity Interests. The acquisition by LifePoint Person that holds an Investment in a third Person will be deemed to be an Investment by

Table of Contents

LifePoint or such Restricted Subsidiary in such third Person in an amount equal to the fair market value of the Investment held by the a
in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain Covenants—
LifePoint or such Restricted Subsidiary shall not have been deemed to have made an Investment pursuant to the foregoing if LifePoint
have previously or concurrently therewith been deemed to have made an Investment in connection with such acquisition. "*Investments*"
credit.

"*Issue Date*" means the original issue date for the first issuance of notes offered hereby under the indenture.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect
recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the
agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Comm
of any jurisdiction.

"*Limited Originator Recourse*" means a reimbursement obligation of LifePoint in connection with a drawing on a letter of credit, re
collateral account or other such credit enhancement issued to support Indebtedness of a Securitization Subsidiary that LifePoint's board
committee thereof) determines is necessary to effectuate a Qualified Securitization Transaction; *provided* that the available amount of a
at any time shall not exceed 10% of the principal amount of such Indebtedness at such time; and *provided*, *further*, that such reimburse
incurred by LifePoint pursuant to the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness a

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GA
respect of preferred stock dividends, excluding, however:

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any Asset
limitation in the definition thereof); (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the e
such Person or any of its Restricted Subsidiaries; or (c) any acquisition, recapitalization or Permitted Investment of such Person or a

(2) any extraordinary, unusual or non-recurring gain, charge, expense or loss (together with any related provision for taxes on su
recurring gain, charge, expense or loss), including, without limitation, (a) restructuring charges, reserves or other related expenses, (
to facility shutdowns and discontinued operations, (c) acquisition integration costs, (d) severance or other employee termination or
(e) non-cash compensation charges recorded from grants of stock options, restricted stock, stock appreciation rights and other equity
and employees and (f) litigation and investigation settlement costs and related expenses; and

(3) the net income (or loss) from disposed or discontinued operations for the four fiscal quarters preceding the date of determinin

"*Net Proceeds*" means the aggregate cash proceeds and Cash Equivalents received by LifePoint or its Restricted Subsidiaries in resp
without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net o
Asset Sale, including, without limitation, legal, accounting and investment banking fees, sales commissions, any relocation expenses in
any taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and
amounts required to be applied to the repayment of Indebtedness, all distributions and other payments required to be made to non-majo
joint ventures as a result of such Asset Sale and appropriate amounts to be provided by LifePoint or any Restricted Subsidiary, as the ca
accordance with GAAP against any liabilities associated with such Asset Sale and retained by LifePoint or any Restricted Subsidiary, a
Sale, including, without limitation, pension and other post-employment benefit

Table of Contents

liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset S

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable any Indebtedness.

"*Permitted Business*" means the business or businesses conducted by LifePoint and its Restricted Subsidiaries, or any of them, as of ancillary or complementary thereto.

"*Permitted Debt*" has the meaning set forth in the covenant described above under the caption "—Certain Covenants—Incurrence of Preferred Stock".

"*Permitted Investments*" means:

(1) any Investment in LifePoint or in a Restricted Subsidiary;

(2) any Investment in Cash Equivalents;

(3) any Investment by LifePoint or any Restricted Subsidiary in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, Restricted Subsidiary;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale (including any Asset Swap) that compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales";

(5) any Investment received to the extent the consideration therefor was the issuance of Equity Interests (other than Disqualified

(6) Hedging Obligations;

(7) intercompany Indebtedness to the extent permitted under the covenant described above under the caption the "—Certain Cov and Issuance of Preferred Stock";

(8) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, per made in the ordinary course of business and Investments to secure participation in government reimbursement programs;

(9) loans and advances to officers, directors and employees made in the ordinary course of business;

(10) Investments represented by accounts and notes receivable created or acquired in the ordinary course of business;

(11) Investments existing on the Issue Date and any renewal or replacement thereof on terms and conditions not materially less f replaced;

(12) Investments by any qualified or nonqualified benefit plan established by LifePoint or its Restricted Subsidiaries made in acc or any Investments made by LifePoint or any Restricted Subsidiary in connection with the funding thereof;

(13) Investments received in settlement of debts or judgments owed to LifePoint or any Restricted Subsidiary, including, without perfection or enforcement of any Lien or indebtedness or in connection with any bankruptcy, liquidation, receivership or insolvency

Table of Contents

(14) Investments in any Subsidiary that constitutes a special purpose entity formed for the primary purpose of issuing trust prefer
transaction permitted by the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Iss

(15) Investments deemed to have been made as a result of the acquisition of a Person permitted under clause (3) of this definition
market value of such Investments does not exceed 25% of the fair market value of the total consideration paid to acquire such Perso

(16) Investments by LifePoint or a Restricted Subsidiary in a Securitization Subsidiary in connection with a Qualified Securitizat
consists of a retained interest in transferred Receivables and Related Assets;

(17) Investments made within 90 days after the date of the commitment to make the Investment, that when such commitment wa
the terms of the indenture;

(18) Guarantees issued in accordance with the covenant described above under the caption "—Certain Covenants—Incurrence of
Preferred Stock";

(19) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated a
and that are made in the ordinary course of business;

(20) Investments in a Permitted Joint Venture, together with all other Investments made by LifePoint or any Restricted Subsidiar
aggregate amount at the time of such Investment not to exceed $35 million outstanding at any one time;

(21) Investments in any Insurance Subsidiary in an amount which does not at the time made exceed 125% of the minimum amou
of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable ta
distributed), in any self-insurance trust in an amount not to exceed 125% of the aggregate amount of the risk retained by the Insuran
Subsidiaries on an annual basis and any Investment by such Insurance Subsidiary or self-insurance trust which is a legal investment
laws of the jurisdiction in which the Insurance Subsidiary is formed or for a self-insurance trust under the applicable laws;

(22) Investments consisting of Physician Support Obligations made by LifePoint or any Restricted Subsidiary; and

(23) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was mad
subsequent changes in value), when taken together with all other outstanding Investments made pursuant to this clause (23), not to e
and 5% of Total Assets in the aggregate at any one time outstanding.

"*Permitted Joint Venture*" means, with respect to any Person, (1) any corporation, association, or other business entity (other than a
the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election o
thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the Restricted Subsi
combination thereof and (2) any partnership, joint venture, limited liability company or similar entity of which 50% or less of the capita
equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by su
other Restricted Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited par

"*Permitted Liens*" means:

(1) Liens in favor of LifePoint or its Restricted Subsidiaries;

Table of Contents

(2) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with LifePoint or any R such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than th consolidated with LifePoint or the Restricted Subsidiary;

(3) Liens on property existing at the time of acquisition of the property by LifePoint or any Restricted Subsidiary, *provided* that s the contemplation of such acquisition;

(4) Liens to secure Indebtedness (including, without limitation, Capital Lease Obligations) permitted by clause (4) of the second above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" covering only the ass

(5) Liens existing on the Issue Date;

(6) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good promptly instituted and diligently concluded, *provided* that any reserve or other appropriate provision as is required in conformity w

(7) Liens securing any Hedging Obligations of LifePoint or any Restricted Subsidiary;

(8) Liens securing any Indebtedness otherwise permitted to be incurred under the indenture, the proceeds of which are used to re any Restricted Subsidiary, *provided* that such Liens extend to or cover only the assets secured by the Indebtedness being refinanced,

(9) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary, *provided* that such Liens wer in contemplation of, such Person becoming a Restricted Subsidiary;

(10) statutory Liens and other Liens imposed by law incurred in the ordinary course of business for sums not yet delinquent or be LifePoint or any applicable Restricted Subsidiaries shall have made any reserves or other appropriate provision required by GAAP;

(11) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployme security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, bonds, participation in government reimbursement programs and other similar obligations;

(12) judgment Liens not giving rise to an Event of Default, so long as any appropriate legal proceedings which may have been du judgment shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired

(13) easements, rights-of-way, zoning restrictions and other similar charges or encumbrances in respect of real property not inter the conduct of the business of LifePoint or any of its Restricted Subsidiaries;

(14) any interest or title of a lessor in assets or property subject to Capital Lease Obligations or an operating lease of LifePoint or

(15) Liens incurred in connection with a financing involving the sale or other disposition of accounts receivable and related asset connection with a securitization or similar financing);

(16) leases or subleases granted to others not interfering with the ordinary conduct of the business of LifePoint or any of the Rest

Table of Contents

(17) bankers' liens with respect to the right of set-off arising in the ordinary course of business against amounts maintained in ba in the name of LifePoint or any Restricted Subsidiary;

(18) the interest of any issuer of a letter of credit in any cash or Cash Equivalents deposited with or for the benefit of such issuer *provided* that the Indebtedness so collateralized is permitted to be incurred by the terms of the indenture;

(19) any Lien consisting of a right of first refusal or option to purchase an ownership interest in any Restricted Subsidiary or to p Restricted Subsidiary, which right of first refusal or option is entered into in the ordinary course of business or is otherwise permitte

(20) any Lien granted to the trustee pursuant to the terms of the indenture and any substantially equivalent Lien granted to the res for other debt securities of LifePoint;

(21) statutory, contractual or common law Liens of landlords and mortgagees of landlords and Liens of carriers, warehousemen, repairmen or workmen in the ordinary course of business;

(22) licenses and sublicenses of intellectual property granted to third parties in the ordinary course of business;

(23) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's Obligations in resp or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(24) Liens securing Indebtedness of any Restricted Subsidiary (other than a Guarantor) that was permitted by the terms of this in Obligations, which Liens encumber only assets of such Restricted Subsidiary;

(25) Liens securing Indebtedness incurred pursuant to clause (1) or (22) of the second paragraph of the covenant described above Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(26) Liens securing any Indebtedness incurred pursuant to the first paragraph of the covenant described above under the caption " of Indebtedness and Issuance of Preferred Stock" so long as, after giving effect to such incurrence, the Consolidated Secured Debt R to 1 as of the date on which such Lien is incurred;

(27) Liens with respect to obligations that do not at any one time outstanding exceed the greater of $200 million and 5% of Total

(28) Liens on assets transferred to a Securitization Subsidiary or on assets of a Securitization Subsidiary, in either case, incurred Securitization Transaction.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of LifePoint or any Restricted Subsidiary issued in exchange for, or extend, refinance, renew, replace, defease or refund other Indebtedness of LifePoint or any of its Restricted Subsidiaries (other than inte that:

(1) the principal amount of such Permitted Refinancing Indebtedness does not exceed the principal amount of the Indebtedness e replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all fees, expenses and premiums inc

(2) such Permitted Refinancing Indebtedness has a final maturity date not earlier than the final maturity date of, and has a Weigh to or greater than, the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defea notwithstanding the foregoing, in the case of a refinancing, replacement, defeasance or refunding of the 3.25%

Table of Contents

Convertible Senior Subordinated Debentures due 2025, such Permitted Refinancing Indebtedness may have a final maturity date an
Maturity of no earlier than one year after the final maturity date and Weighted Average Life to Maturity of the notes;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment t
Refinancing Indebtedness is subordinated in right of payment to the notes on terms not materially less favorable to the Holders of no
documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded**,** except, in the case
Subordinated Debentures due 2025 and the 3.5% Convertible Senior Subordinated Notes due 2014, as may be permitted under the c
caption "—Certain Covenants—Limitation on Restricted Payments"; and

(4) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded was incurred by LifePoint or a Guara
Refinancing Indebtedness may not be a Restricted Subsidiary that is not a Guarantor.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated orga
government or other entity.

"*Physician Support Obligation*" means:

(1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, (x) a physician or healthcare professional providing
area of a Hospital operated by LifePoint or any of its Restricted Subsidiaries or (y) any independent practice association or other ent
Person or group of Persons described in clause (x), in either case made or given by LifePoint or any Restricted Subsidiary of LifePo

(a) in the ordinary course of its business; and

(b) pursuant to a written agreement having a period not to exceed five years; or

(2) Guarantees by LifePoint or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on beha
professional or any independent practice association or other entity that is majority owned by any Person or group of Persons descri
service to patients in the service area of a Hospital operated by LifePoint or any of its Restricted Subsidiaries.

"*Principal Property*" means each Hospital (excluding personal property, office fixtures and equipment (including data processing eq
used on, or useful with, vehicles)) owned solely by LifePoint and/or one or more of its Subsidiaries and located in the United States of A
Directors of LifePoint determines that any such hospital is not material to LifePoint and its Subsidiaries taken as a whole.

"*Qualified Securitization Transaction*" means any transaction or series of transactions that may be entered into by LifePoint or any R
which (a) LifePoint or any Restricted Subsidiary may sell, convey or otherwise transfer to a Securitization Subsidiary its interests in Re
(b) such Securitization Subsidiary transfers to any other person, or grants a security interest in, such Receivables and Related Assets, pu
customarily used to achieve a transfer of financial assets under GAAP.

"*Receivables and Related Assets*" means any account receivable (whether now existing or arising thereafter) of LifePoint or any Res
related thereto including all collateral securing such accounts receivable, all contracts and contract rights and all Guarantees or other ob
receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security inter
connection with asset securitization transaction involving accounts receivable.

Table of Contents

"*Registration Rights Agreement*" means the Registration Rights Agreement to be dated September 23, 2010, among LifePoint, the G Barclays Capital Inc., as representative of the several initial purchasers.

"*Replacement Assets*" mean properties or assets substantially similar to the assets disposed of in a particular Asset Sale and acquired that were the subject of such Asset Sale or that are otherwise useful in a Permitted Business.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any direct or indirect Subsidiary of LifePoint other than an Unrestricted Subsidiary.

"*Sale and Leaseback Transaction*" means, with respect to any Person, an arrangement whereby such Person enters into a lease of pr Person to the lessor in contemplation of such leasing.

"*Securitization Subsidiary*" means a Subsidiary of LifePoint:

(1) that is designated a "*Securitization Subsidiary*" by the board of directors of LifePoint (or a duly authorized committee thereof

(2) that does not engage in any activities other than Qualified Securitization Transactions and any activity necessary or incidenta

(3) no portion of the Indebtedness or any other obligation, contingent or otherwise, of which

(A) is Guaranteed by LifePoint or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Under Recourse,

(B) is recourse to or obligates LifePoint or any other Restricted Subsidiary in any way other than pursuant to Standard Securi Originator Recourse, or

(C) subjects any property or asset of LifePoint or any other Restricted Subsidiary, directly or indirectly, contingently or other than pursuant to Standard Securitization Undertakings or Limited Originator Recourse;

(4) with respect to which neither LifePoint nor any other Restricted Subsidiary has any obligation to maintain or preserve its fina certain levels of operating results; and

(5) with which neither LifePoint nor any Restricted Subsidiary has any material contract, agreement, arrangement or understandi favorable to LifePoint or such Restricted Subsidiary than those that might be obtained at the time from persons that are not Affiliate Securitization Undertakings and fees payable in the ordinary course of business in connection with servicing accounts receivable of

Any designation of a Subsidiary as a Securitization Subsidiary shall be evidenced to the trustee by filing with the trustee a certified cop directors of LifePoint giving effect to the designation and an officers' certificate certifying that the designation complied with the prece

"*Significant Subsidiary*" means any Subsidiary that would be a "*significant subsidiary*" as defined in Article 1, Rule 1-02 of Regula the Securities Act, as such Regulation is in effect on the date hereof.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by LifePoint or a reasonably customary in accounts receivable securitization transactions, as the case may be.

Table of Contents

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repa interest or principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Indebtedness*" means any Indebtedness of LifePoint or any Guarantor which is subordinated in right of payment to th as applicable, pursuant to a written agreement to that effect.

"*Subsidiary*" means, with respect to any specified Person, (a) any corporation more than 50% of the outstanding securities having or at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Restricted Subsidiaries or by such Per Subsidiaries, or (b) any partnership, limited liability company, association, joint venture or similar business organization more than 50% ordinary voting power of which shall at the time be so owned or controlled.

"*Subsidiary Guarantee*" means a guarantee of notes pursuant to the indenture.

"*Total Assets*" means, as of any date of determination, the total assets of LifePoint and its Restricted Subsidiaries as shown on the ba completed quarter for which internal financial statements are available determined in accordance with GAAP.

"*Treasury Rate*" means, as of the date the redemption notice is given to holders of the notes, the yield to maturity as of such date (as most recent Federal Reserve Statistical Release H. 15(519), which has become publicly available at least two business days prior to the which such computation is being made (or if such Statistical Release is no longer published, as reported in any publicly available source States Treasury securities with a constant maturity most nearly equal to the period from the relevant redemption date to October 1, 2015 equal to the constant maturity of the United States Treasury security for which a weekly average yield is given, the Treasury Rate shall (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yiel period is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturit

"*Unrestricted Subsidiary*" means any Subsidiary of LifePoint that is designated by the Board of Directors of LifePoint as an Unrestr Resolution, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Indebtedness that is without recourse to LifePoint or its Restricted Subsidiaries;

(2) is not party to any agreement, contract, arrangement or understanding with LifePoint or any Restricted Subsidiary unless the t contract, arrangement or understanding are not materially less favorable to LifePoint or such Restricted Subsidiary than those that m Persons who are not Affiliates of LifePoint;

(3) is a Person with respect to which neither LifePoint nor any of its Restricted Subsidiaries has any (a) continuing direct or indir additional Equity Interests or (b) direct or indirect obligation to maintain or preserve such Person's financial condition or to cause su levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of LifePoint or any of its R

In addition, any Subsidiary that constitutes a special purpose entity formed for the primary purpose of financing receivables or for th preferred or similar securities in connection with a transaction permitted by the covenant described above under the caption "—Certain Indebtedness and Issuance of Preferred Stock" shall be, and any Insurance Subsidiary may be, an Unrestricted Subsidiary.

Table of Contents

Any designation of a Subsidiary of LifePoint as an Unrestricted Subsidiary after the Issue Date will be evidenced to the trustee by fi
of the resolution of the Board of Directors of LifePoint giving effect to such designation and an officers' certificate certifying that such
preceding conditions and was permitted by the covenant described above under the caption "—Certain Covenants—Restricted Paymen
Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Su
indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of LifePoint as of such dat
permitted to be incurred as of such date under the covenant described above under the caption "—Certain Covenants—Incurrence of In
Stock," LifePoint will be in default of such covenant. The Board of Directors of LifePoint may at any time designate any Unrestricted S
Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outsta
Unrestricted Subsidiary and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described
Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a *pro forma* basis as if such designation had oc
quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election
Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividin

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial matu
principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest o
such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

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[Table of Contents](#)

BOOK-ENTRY SETTLEMENT AND CLEARANCE

The Global Notes

The outstanding notes were initially issued in the form of several registered notes in global form, without interest coupons, as follow

- notes sold to qualified institutional buyers under Rule 144A were represented by the Rule 144A global note; and
- notes sold in offshore transactions to non-U.S. persons in reliance on Regulation S were represented by the Regulation S global no

Upon issuance, each of the outstanding notes were, and each of the exchange notes will be, deposited with the Trustee as custodian ("DTC") and registered in the name of Cede & Co., as nominee of DTC.

Ownership of beneficial interests in each note was, and will be, limited to persons who have accounts with DTC ("DTC parti interests through DTC participants. We expect that under procedures established by DTC:

- upon deposit of each global note with DTC's custodian, DTC will credit portions of the principal amount of the global note to the and
- ownership of beneficial interests in each global note will be shown on, and transfer of ownership of those interests will be effected DTC (with respect to interests of DTC participants) and the records of DTC participants (with respect to other owners of beneficia

Beneficial interests in the global notes may not be exchanged for notes in physical, certificated form except in the limited circumstan

Exchanges Among the Global Notes

After consummation of the exchange offer, beneficial interests in one old note may generally be exchanged for interests in another o new note may generally be exchanged for interest in another new note. Depending on which global note the transfer is being made, the provide certain written certifications in the form provided in the indenture.

A beneficial interest in a global note that is transferred to a person who takes delivery through another global note will, upon transfe restrictions and other procedures applicable to beneficial interests in the other global note.

Book-Entry Procedures for the Global Notes

All interests in the global notes will be subject to the operations and procedures of DTC. We provide the following summaries of tho for the convenience of investors. The operations and procedures of DTC are controlled by DTC and may be changed at any time. Neith responsible for those operations or procedures.

DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York;
- a "banking organization" within the meaning of the New York State Banking Law;
- a member of the Federal Reserve System;

Table of Contents

- a “clearing corporation” within the meaning of the Uniform Commercial Code; and
- a “clearing agency” registered under Section 17A of the Securities Exchange Act of 1934.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions betwee book-entry changes to the accounts of its participants. DTC’s participants include securities brokers and dealers, including the initial pu clearing corporations and other organizations. Indirect access to DTC’s system is also available to others such as banks, brokers, dealer participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are no own securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

So long as DTC’s nominee is the registered owner of a global note, that nominee will be considered the sole owner or holder of the for all purposes under the indenture. Except as provided below, owners of beneficial interests in a global note:

- will not be entitled to have notes represented by the global note registered in their names;
- will not receive or be entitled to receive physical, certificated notes; and
- will not be considered the owners or holders of the notes under the indenture for any purpose, including with respect to the giving approval to the Trustee under the indenture.

As a result, each investor who owns a beneficial interest in a global note must rely on the procedures of DTC to exercise any rights indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through w

Payments of principal, premium (if any) and interest with respect to the notes represented by a global note will be made by the Trust registered holder of the global note. Neither we nor the Trustee will have any responsibility or liability for the payment of amounts to o global note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, superv DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a global note will be governed by s industry practice and will be the responsibility of those participants or indirect participants and DTC.

Transfers between participants in DTC will be effected under DTC’s procedures and will be settled in same-day funds. If the laws o persons take physical delivery of securities in definitive form, the ability to transfer beneficial interests in a global note to such persons only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of a person holding a b pledge its interest to a person or entity that does not participate in the DTC system, or otherwise take actions in respect of its interest, m physical security.

DTC has agreed to the above procedures to facilitate transfers of interests in the global notes among participants in DTC. However, these procedures and may discontinue or change these procedures at any time. Neither we nor the Trustee will have any responsibility f participants or indirect participants of their obligations under the rules and procedures governing its operations.

Certificated Notes

Notes in physical, certificated form will be issued and delivered to each person that DTC identifies as a beneficial owner of the relat

- DTC notifies us at any time that it is unwilling or unable to continue as depositary for the global notes and a successor depositary

Table of Contents

- DTC ceases to be registered as a clearing agency under the Securities Exchange Act of 1934 and a successor depositary is not app
- we, at our option, notify the Trustee that we elect to cause the issuance of certificated notes; or
- certain other events provided in the indenture should occur.

Table of Contents

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of certain U.S. federal income tax consequences to U.S. holders and non-U.S. holders (each, a ownership and disposition of the exchange notes acquired pursuant to the Exchange Offer. This discussion is limited to U.S. holders an exchange notes as capital assets (generally, property held for investment).

This discussion does not address all aspects of U.S. federal income tax that may be important to beneficial owners in light of their pa federal income tax consequences to beneficial owners subject to special treatment under U.S. federal tax law, including, without limita institutions, insurance companies, mutual funds, tax-exempt organizations, retirement plans, expatriates, partnerships or other pass-thro in securities or persons holding the exchange notes as part of a “straddle,” “hedge,” “conversion transaction,” “synthetic security” or ot holders (as defined below) whose “functional currency” is not the U.S. dollar, and persons subject to the alternative minimum tax. In ad address any tax considerations arising under other U.S. federal tax laws (such as estate or gift tax laws), or state, local or non-U.S. tax l

If an entity treated as a partnership for U.S. federal income tax purposes is the beneficial owner of an exchange note, the tax treatme generally depend upon the status of the partner and the activities of the partnership. A beneficial owner of exchange notes that is a partn purposes and partners in such a partnership are not included in the discussions pertaining to U.S. holders and non-U.S. holders, below, a advisors about the U.S. federal income and other tax consequences of acquiring, owning and disposing of the exchange notes.

The following discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), Treasury regulations promulgat Regulations”) and administrative and judicial interpretations, all as in effect as of the date hereof, and all of which are subject to change which may materially and adversely affect the tax consequences described herein. There can be no assurance that the IRS could not suc conclusions set forth below.

This summary of certain U.S. federal income tax considerations is not intended to be, and should not be construed to be, lega beneficial owner of the exchange notes. Potential investors should consult their own tax advisors as to the U.S. federal income, e them resulting from their acquisition, ownership or disposition of the exchange notes acquired in the Exchange Offer, as well as under the laws of any state, local, non-U.S. or other taxing jurisdiction or any applicable tax treaties, and the possible effect of c

The Exchange Offer

The exchange of outstanding notes for exchange notes pursuant to the Exchange Offer will not constitute a taxable event for U.S. fe result:

- a holder will not recognize taxable gain or loss as a result of the exchange of its outstanding notes for exchange notes pursuant to t
- the holding period of the exchange notes will include the holding period of the outstanding notes surrendered in exchange therefor
- a holder’s adjusted tax basis in the exchange notes will be the same as the holder’s adjusted tax basis in the outstanding notes surr

Effect of Certain Additional Payments

In certain circumstances (see “Description of the Exchange Notes—Optional Redemption” and “Description of the Exchange Notes- Holders—Change of Control”), we may be obligated to pay amounts on the exchange notes that are in excess of stated interest or princi

e424b3

Table of Contents

potential payments may implicate the provisions of the Treasury Regulations relating to "contingent payment debt instruments" (the "C contingencies will not cause the exchange notes to be treated as contingent payment debt instruments if, as of the issue date, each such incidental or, in certain circumstances, it is significantly more likely that none of the contingencies will occur. We believe that the poter exchange notes should not cause the exchange notes to be treated as contingent payment debt instruments under the CPDI Regulations. holder unless such a holder discloses its contrary position in the manner required by applicable Treasury Regulations. However, the Int take a different position, which could require a holder to accrue income on its exchange notes in excess of stated interest and any otherv discount ("OID"), and to treat any income realized on the taxable disposition of an exchange note as ordinary income rather than capita discussion assumes that the exchange notes will not be treated as contingent payment debt instruments. Investors should consult their o possible application of the contingent payment debt instrument rules to the exchange notes.

Tax Consequences to U.S. Holders

As used in this discussion, the term "U.S. holder" means a beneficial owner of the exchange notes that is, for U.S. federal income ta

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and o authority to control all substantial decisions of the trust or (2) it was in existence before August 20, 1996 and has a valid elec Treasury regulations to be treated as a domestic trust.

Interest on the Exchange Notes

We expect, and this discussion assumes, that the exchange notes will not be issued with more than a *de minimis* amount of OID, if a exchange notes will generally be taxable to a U.S. holder as ordinary interest income at the time it accrues or is received in accordance accounting for U.S. federal income tax purposes.

If, contrary to such expectations, the exchange notes are issued with more than a *de minimis* amount of OID, a U.S. holder generally in gross income (as ordinary income) as it accrues in accordance with the constant yield method, in advance of the receipt of cash attrib the U.S. holder's method of tax accounting).

The rules regarding OID are complex and the rules above may not apply in all cases. Accordingly, U.S. holders should consult their application.

Sale or Other Taxable Disposition of the Exchange Notes

Upon the sale or other taxable disposition of an exchange note (including a retirement or a redemption), a U.S. holder generally will to the difference between the amount realized on such disposition and the holder's adjusted tax basis in the exchange note. For these pu include any amount attributable to accrued but unpaid stated interest, which is treated as ordinary income to the extent not previously in adjusted tax basis in an exchange note will generally be the holder's cost for the exchange note, increased by OID, if any, such holder h

Gain or loss realized on the sale or other taxable disposition of an exchange note will generally be capital gain or loss and will be lo time of such disposition the exchange note has been held

Table of Contents

for more than one year. Long-term capital gains of non-corporate taxpayers are generally eligible for reduced rates of taxation. The ded
to certain limitations.

Backup Withholding and Information Reporting

Information returns will be filed with the IRS in connection with interest payments on the exchange notes, accruals of OID (if any), taxable disposition (including a retirement or redemption) of the exchange notes, unless the U.S. holder is an exempt recipient such as a subject to backup withholding on these amounts at the applicable rate if the U.S. holder fails to provide its taxpayer identification numb with certain certification procedures or otherwise establish an exemption from backup withholding. Backup withholding is not an addit backup withholding will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle the holder to a refu information is timely furnished to the IRS.

Medicare Tax

For taxable years beginning after December 31, 2012, a U.S. holder that is an individual or estate, or a trust that does not fall into a s from such tax, will be subject to a 3.8% tax on the lesser of (1) the U.S. holder's "net investment income" (in the case of individuals) o income" (in the case of estates and trusts) for the relevant taxable year and (2) the excess of the U.S. holder's "modified adjusted gross or "adjusted gross income" (in the case of estates and trusts) for the taxable year over a certain threshold (which in the case of individua $250,000, depending on the individual's circumstances). A U.S. holder's net investment income generally will include its interest incor gains from the disposition of the exchange notes, unless such interest income or net gains are derived in the ordinary course of the cond a trade or business that consists of certain passive or trading activities). U.S. holders that are individuals, estates or trusts should consult applicability of the Medicare tax to their income and gains in respect of the exchange notes.

Tax Consequences to Non-U.S. Holders

As used herein, the term "non-U.S. holder" means a beneficial owner of the exchange notes that is, for U.S. federal income tax purp

- an individual nonresident alien;
- a foreign corporation; or
- a foreign estate or trust.

Interest on the Exchange Notes

Subject to the discussion of backup withholding below, payments of interest (which, for purposes of this discussion of non-U.S. hold exchange notes to a non-U.S. holder will generally not be subject to the U.S. federal income tax or withholding tax under the "portfolio

(1) the non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of

(2) the non-U.S. holder is not a controlled foreign corporation that is related to us, actually or by attribution;

(3) the non-U.S. holder is not a bank receiving the interest pursuant to a loan agreement entered into in the ordinary course of its

(4) such payments are not "effectively connected" with a trade or business of the non-U.S. holder conducted in the United States,

e424b3

Table of Contents

(5) either:

(a) the non-U.S. holder certifies under penalties of perjury on IRS Form W-8 BEN or a suitable substitute form that it is not a
Code, and provides its name and address, and taxpayer identification number, if any; or

(b) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course
the exchange notes certifies under penalties of perjury that such statement has been received from the non-U.S. holder and furnis

Interest that does not qualify for the portfolio interest rule and that is not effectively connected income will generally be subject to w
unless a non-U.S. holder is entitled to a reduced rate of withholding tax or an exemption from U.S. withholding tax under an applicable
properly executed IRS Form W-8BEN or a suitable substitute form, certifying its entitlement to such reduction or exemption.

If the interest accrued on an exchange note is "effectively connected" with a trade or business of a non-U.S. holder conducted in the
can obtain an exemption from withholding tax by providing a properly completed IRS Form W-8ECI or a suitable substitute form prior
of interest on an exchange note exempt from the withholding tax as effectively connected income nevertheless may be subject to net in
manner as those of a U.S. holder. In addition, if such non-U.S. holder is a foreign corporation, it may be subject to a branch profits tax
treaty rate) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with its conduct of a tra

Sale or Other Taxable Disposition of the Exchange Notes

Except as described below under "Backup Withholding and Information Reporting," a non-U.S. holder generally will not be subject
withholding tax with respect to gain realized on a sale or other taxable disposition of an exchange note (including a retirement or redem
individual, the non-U.S. holder is present in the United States for 183 days or more in the taxable year of the disposition and certain oth
such recognized gain (net of certain U.S. source losses) would be subject to United States federal income tax at a 30% rate (or lower ap
is "effectively connected" with a trade or business of the non-U.S. holder conducted in the United States (and, if certain treaties apply, i
establishment maintained by the non-U.S. holder). Effectively connected gain will generally be subject to net income tax as if the non-U
addition, if such non-U.S. holder is a foreign corporation, it may be subject to the branch profits tax described above).

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the amount of interest paid to that holder and the tax, if any, withhe
reporting requirements apply regardless of whether withholding was reduced or eliminated by an applicable tax treaty. Copies of the inf
payments and withholding may also be made available to the tax authorities in the country in which the non-U.S. holder is a resident un
income tax treaty or agreement.

Backup withholding and additional information reporting will generally not apply to payments of interest on the exchange notes mad
non-U.S. holder if the certification described in clause (5) under "Interest on the Exchange Notes" above is received.

Backup withholding and information reporting generally will not apply to payments of proceeds from the sale or other taxable dispo
redemption) of an exchange note made to a non-U.S. holder by or through the foreign office of a broker. However, information reportin
broker is, for U.S. federal income tax purposes, a U.S. person or has certain other enumerated connections with the United States, unles
evidence in its records that the holder is a non-U.S. person and certain other conditions are met, or the holder otherwise establishes an e
from the sale or

e424b3

Table of Contents

other taxable disposition of an exchange note made to a non-U.S. holder by or through the United States office of a broker are subject t
withholding at the applicable rate unless the holder certifies, under penalty of perjury, that it is a non-U.S. person and that it satisfies ce
establishes an exemption. Backup withholding is not an additional tax and a non-U.S. holder may obtain a refund or a credit against suc
income tax liability of any amounts withheld under the backup withholding rules, provided the required information is furnished to the

Non-U.S. holders should consult their own tax advisors regarding the application of information reporting and backup withholding r
availability of an exemption therefrom and the procedure for obtaining such an exemption, if available.

Recently Enacted Legislation

Recently enacted legislation regarding foreign account tax compliance, effective for payments made after December 31, 2012, impo
interest and gross proceeds from the disposition of certain debt instruments paid to certain foreign entities unless various information re
requirements are satisfied. However, the withholding tax will not be imposed on payments pursuant to obligations outstanding as of Ma
account information with respect to U.S. holders who hold the exchange notes through certain foreign financial institutions may be repo
consult with their own tax advisors regarding the possible implications of this recently enacted legislation to them.

The preceding discussion is for general information purposes only and is not tax advice. Each potential investor should consu particular tax consequences with respect to the acquisition, ownership and disposition of the exchange notes acquired in the Exc applicability and effect of other federal or state, local and foreign tax laws, and the possible effects of changes in tax laws.

Table of Contents

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to an exchange offer must acknowledge that (i) it has n understanding with the Company or an affiliate of the Company to distribute such exchange notes and (ii) it will deliver a prospectus in exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connectio received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other that, for a period of 90 days after the consummation of the exchange offers, we will make this prospectus, as amended or supplemented use in connection with any such resale. In addition, all dealers effecting transactions in the exchange notes may be required to deliver a

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, thr exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such pre negotiated prices. Any such resale may be made directly to purchasers or through brokers or dealers who may receive compensation in concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange no own account pursuant to an exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be de the meaning of the Securities Act, and any profit of any such resale of exchange notes and any commission or concessions received by be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 90 days after the consummation of the exchange offers, we will promptly send additional copies of this prospectus an to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses inci (including the expenses of one counsel for the holders of the outstanding notes) other than commissions or concessions of any broker-d (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Table of Contents

LEGAL MATTERS

The validity of the notes offered hereby will be passed upon for us by Dewey & LeBoeuf LLP, New York, New York.

EXPERTS

The consolidated financial statements of LifePoint Hospitals, Inc. appearing in LifePoint Hospitals, Inc.'s Annual Report (Form 10-
2010, and the effectiveness of LifePoint Hospitals, Inc.'s internal control over financial reporting as of December 31, 2010 have been a
independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by referen
statements and LifePoint Hospitals, Inc.'s management's assessment of the effectiveness of internal control over financial reporting as
incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing

WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION BY REFERENCE

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any rep
we file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for
reference rooms. Our SEC filings are also available to the public from commercial document retrieval services and at the Internet webs
http://www.sec.gov.

This prospectus incorporates by reference the documents set forth below that LifePoint has previously filed with the SEC. These do
information about LifePoint. The information incorporated by reference is deemed to be part of this prospectus, except for any informa
incorporated by reference in, this prospectus.

- Annual Report on Form 10-K for the fiscal year ended December 31, 2010;
- Quarterly Report on Form 10-Q for the three months ended March 31, 2011; and
- Current Report on Form 8-K dated January 26, 2011.

We are also incorporating by reference additional documents that we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of th
this prospectus and termination or completion of this exchange offer (excluding any information furnished pursuant to Items 2.02 or 7.
K).

You can obtain any of the documents incorporated by reference through us or the SEC. Documents incorporated by reference are av
excluding all exhibits unless we have specifically incorporated by reference an exhibit in this prospectus. You may obtain documents i
prospectus by requesting them in writing or by telephone from:

LifePoint Hospitals, Inc.
Attention: Investor Relations
103 Powell Court
Brentwood, Tennessee 37027
Telephone: (615) 372-8532

You can also get more information by visiting our investor relations website at http://www.lifepointhospitals.com. Information cont
accessed through our website is not incorporated by reference in this prospectus and does not constitute a part of this prospectus and yo

information.

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Table of Contents

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LIFEPOINT HOSPITALS®

Offer to Exchange Registered 6.625% Senior Notes due 2020 for all of our Outstanding Unregist
6.625% Senior Notes due 2020

Prospectus

June 1, 2011
