

SECURITIES AND EXCHANGE COMMISSION

FORM SC TO-I

Issuer tender offer statement

Filing Date: **2013-01-17**  
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SUBJECT COMPANY

**LIFEPOINT HOSPITALS, INC.**

CIK: **1301611** | IRS No.: **201538254** | Fiscal Year End: **1231**  
Type: **SC TO-I** | Act: **34** | File No.: **005-81522** | Film No.: **13534249**  
SIC: **8062** General medical & surgical hospitals, nec

Mailing Address  
*103 POWELL COURT  
BRENTWOOD TN 37027*

Business Address  
*103 POWELL COURT  
BRENTWOOD TN 37027  
615-372-8500*

FILED BY

**LIFEPOINT HOSPITALS, INC.**

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**SCHEDULE TO**

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

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**LIFEPOINT HOSPITALS, INC.**

(Name of Subject Company (Issuer))

**LIFEPOINT HOSPITALS, INC.**

(Name of Filing Person (Offeror))

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**3.25% Convertible Senior Subordinated Debentures due 2025**

(Title of Class of Securities)

**53219LAG4**

(CUSIP Number of Class of Securities)

**Paul D. Gilbert**

**Executive Vice President and Chief Legal Officer**

**103 Powell Court**

**Brentwood, Tennessee 37027**

**(615) 372-8500**

(Name, Address and Telephone number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

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Copies to:

**Michelle Rutta, Esq.**

**White & Case LLP**

**1155 Avenue of the Americas**

**New York, NY 10036**

**(212) 819-8200**

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## CALCULATION OF FILING FEE

Transaction Valuation *	Amount of Filing Fee **
\$225,000,000	\$30,690

\* The transaction value is estimated only for purposes of calculating the filing fee. The purchase price of the 3.25% Convertible Senior Subordinated Debentures due 2025 (the “**Debentures**”), as described herein, is equal to 100% of the principal amount of those Debentures. As of January 15, 2013, \$225,000,000 aggregate principal amount of the Debentures was outstanding, resulting in an aggregate maximum purchase price of \$225,000,000.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11(b) of the U.S. Securities Exchange Act of 1934, as amended, equals \$136.40 per \$1,000,000 of transaction value.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	Not Applicable
Form or Registration No.:	Not Applicable
Filing Party:	Not Applicable
Date Filed:	Not Applicable

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

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## INTRODUCTORY STATEMENT

This Tender Offer Statement on Schedule TO (this “**Schedule TO**”) is with respect to the Indenture, dated as of August 10, 2005 (the “**Indenture**”), between LifePoint Hospitals, Inc., a Delaware corporation, as Issuer (the “**Company**”) and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Citibank, N.A., a national banking association, (the “**Trustee**”).

This Schedule TO is filed by the Company with respect to the right of each holder (the “**Holder**”) of the Debentures to sell, and the obligation of the Company to purchase, the Debentures as set forth in the Company Notice for 3.25% Convertible Senior Subordinated Debentures due 2025, dated January 17, 2013 (the “**Company Notice**”), and the related notice materials filed as exhibits to this Schedule TO (which Company Notice and related notice materials, as amended or supplemented from time to time, collectively constitute the “**Repurchase Option**”).

This Schedule TO is intended to satisfy the disclosure requirements of Rules 13e-4(c)(2) and 13e-4(d)(1) under the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

### **Items 1 through 9.**

The Company is the issuer of the Debentures and is obligated to repurchase all of the Debentures that are properly tendered by the Holders under the terms and subject to the conditions set forth in the Indenture, the Debentures and the Repurchase Option. The Debentures are convertible into shares of common stock, \$0.01 par value, of the Company, subject to the terms, conditions and adjustments specified in the Indenture and the Debentures. The Company maintains its principal executive offices at 103 Powell Court, Brentwood, Tennessee 37027, and the telephone number there is (615) 372-8500. As permitted by General Instruction F to Schedule TO, all of the information set forth in the Repurchase Option is incorporated by reference into this Schedule TO.

### **Item 10. Financial Statements.**

Pursuant to Instruction 2 to Item 10 of Schedule TO, the Company’s financial condition is not material to a Holder’s decision whether to surrender the Debentures to the Company because (i) the consideration being paid to Holders surrendering Debentures consists solely of cash, (ii) the Repurchase Option is not subject to any financing condition, (iii) the Repurchase Option applies to all outstanding Debentures and (iv) the Company is a public reporting company under Section 13(a) of the Exchange Act that files reports electronically on EDGAR.

### **Item 11. Additional Information.**

- (a) Not applicable.
- (c) Not applicable.

### **Item 12. Exhibits.**

- (a)(1) Company Notice for 3.25% Convertible Subordinated Debentures due 2025, dated January 17, 2013.
- (b) Credit Agreement, dated as of July 24, 2012, among LifePoint Hospitals, Inc., as borrower, the lenders referred to therein, Citibank, N.A. as administrative agent, Bank of America, N.A. and Barclays Bank PLC, as co-syndication agents, and Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Barclays Bank PLC, as joint lead arrangers and joint bookrunners (Filed as Exhibit 10.6 to the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed on July 27, 2012 (File No. 000-51251) and incorporated herein by reference).

- 
- (d) Indenture, dated August 10, 2005, between LifePoint Hospitals, Inc., as Issuer, and Citibank, N.A., as Trustee (Filed as Exhibit 4.1 to the Company' s Current Report on Form 8-K dated August 10, 2005 (File No. 000-51251) and incorporated herein by reference).
  
  - (g) None.
  
  - (h) None.

**Item 13. Information Required by Schedule 13E-3.**

Not applicable.

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**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**LIFEPOINT HOSPITALS, INC.**

By: /s/ Jeffrey S. Sherman

Name: Jeffrey S. Sherman

Title: Executive Vice President and  
Chief Financial Officer

Dated: January 17, 2013

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## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
(a)(1)	Company Notice for 3.25% Convertible Subordinated Debentures due 2025, dated January 17, 2013.
(b)	Credit Agreement, dated as of July 24, 2012, among LifePoint Hospitals, Inc., as borrower, the lenders referred to therein, Citibank, N.A. as administrative agent, Bank of America, N.A. and Barclays Bank PLC, as co-syndication agents, and Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Barclays Bank PLC, as joint lead arrangers and joint bookrunners (Filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed on July 27, 2012 (File No. 000-51251) and incorporated herein by reference).
(d)	Indenture, dated August 10, 2005, between LifePoint Hospitals, Inc., as Issuer, and Citibank, N.A., as Trustee (Filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 10, 2005 (File No. 000-51251) and incorporated herein by reference).
(g)	None.
(h)	None.

## LIFEPOINT HOSPITALS, INC.

## COMPANY NOTICE

## FOR

## 3.25% Convertible Senior Subordinated Debentures due 2025

## CUSIP Number: 53219LAG4

NOTICE IS HEREBY GIVEN pursuant to Section 16.01 of the Indenture, dated as of August 10, 2005 (the “**Indenture**”), between LifePoint Hospitals, Inc., a Delaware corporation, as Issuer (the “**Company**,” “**we**,” “**our**” or “**us**”), and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Citibank, N.A., a national banking association, (the “**Trustee**”), that, at the option of each holder (“**Holder**,” “**you**” or “**your**”) of the Company’s 3.25% Convertible Senior Subordinated Debentures due 2025 (the “**Debentures**”) the Company will repurchase such Holder’s Debentures for a purchase price (the “**Purchase Price**”) of 100% of the principal amount of the Debentures, plus any accrued and unpaid interest on the Debentures up to, but not including, February 15, 2013 (the “**Purchase Date**”), subject to the terms and conditions of the Indenture, the Debentures and this Company Notice and related notice materials, as amended and supplemented from time to time (the “**Repurchase Option**”). Holders may surrender their Debentures from 9:00 a.m. (New York City time) on Thursday, January 17, 2013 through 5:00 p.m. (New York City time) on Thursday, February 14, 2013 (the “**Expiration Date**”). Debentures as to which a Purchase Notice (as defined below) has been given may be converted only if they are otherwise convertible in accordance with the terms of the Indenture and if the Purchase Notice is withdrawn in accordance with the terms of the Indenture.

The Purchase Date is an interest payment date under the terms of the Indenture. Accordingly, interest accrued up to the Purchase Date will be paid to record holders as of the regular record date therefor, and we expect that there will be no accrued and unpaid interest due as part of the Purchase Price.

**To exercise your option to have the Company purchase your Debentures and receive the Purchase Price, you must validly surrender the Debentures and deliver a duly executed Purchase Notice in the form attached hereto as Annex A (a “Purchase Notice”), if applicable, prior to 5:00 p.m. (New York City time) on the Expiration Date. Debentures surrendered for purchase may be withdrawn at any time prior to 5:00 p.m. (New York City time) on the Expiration Date, by delivering a valid written notice of withdrawal in the form attached hereto as Annex B (a “Withdrawal Notice”), if applicable, or otherwise in accordance with Section 16.03 of the Indenture. The right of Holders to surrender their Debentures for purchase in the Repurchase Option expires at 5:00 p.m. (New York City time) on the Expiration Date.**

The Trustee has informed the Company that, as of the date of this Company Notice, all custodians and beneficial holders of the Debentures hold the Debentures through accounts with The Depository Trust Company (“DTC”) and that there are no certificated Debentures in non-global form. Accordingly, all Debentures surrendered for purchase hereunder must be delivered through the transmittal procedures of DTC as described herein.

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**The Trustee, Paying Agent and the Conversion Agent is:**

**The Bank of New York Mellon Trust Company, N.A.**By Mail:

The Bank of New York Mellon Trust  
Company, N.A.  
c/o The Bank of New York Mellon  
Corporate Trust Operations - REORG  
111 Sanders Creek Parkway  
East Syracuse, NY 13057

By Hand and Express Delivery:

The Bank of New York Mellon Trust  
Company, N.A.  
c/o The Bank of New York Mellon  
Corporate Trust Operations - REORG  
111 Sanders Creek Parkway  
East Syracuse, NY 13057

By Facsimile:

(732) 667-9408  
Attention: Adam DeCapio

For Information:

(315) 414-3360



Attention: Adam DeCapio

Attention: Adam DeCapio

Additional Copies of this Company Notice may be obtained from the Paying Agent at its addresses set forth above.

Dated January 17, 2013

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*No person has been authorized to give any information or to make any representation other than those contained in this Company Notice and, if given or made, such information or representation must not be relied upon as having been authorized. You should not assume that the information contained in this Company Notice is accurate as of any date other than the date on the front of this Company Notice. This Company Notice does not constitute an offer to buy or the solicitation of an offer to sell securities in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Company Notice shall not under any circumstances create any implication that the information contained in this Company Notice is current as of any time subsequent to the date of such information. None of the Company, its board of directors or its employees are making any representation or recommendation to any Holder as to whether or not to surrender such Holder' s Debentures for purchase. You should consult your own financial and tax advisors regarding the surrender of your Debentures pursuant to the Repurchase Option in light of your specific tax and investment situation and must make your own decision as to whether to surrender your Debentures for purchase and, if so, the amount of Debentures to surrender.*

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## SUMMARY TERM SHEET

The following are answers to questions that you may have about the Repurchase Option. To understand the Repurchase Option fully and for a more complete description of the terms of the Repurchase Option, we urge you to read carefully the remainder of this Company Notice because the information in this summary is not complete. We have included section references to direct you to a more complete description of the topics in this summary.

### **Who is offering to purchase my Debentures?**

LifePoint Hospitals, Inc., a Delaware corporation (the “**Company**,” “**we**,” “**our**” or “**us**”), is obligated, at your option, to purchase your validly surrendered 3.25% Convertible Senior Subordinated Debentures due 2025 (the “**Debentures**”). (Section 1)

### **Why is the Company offering to purchase my Debentures?**

The right of each holder (“**Holder**,” “**I**,” “**you**” or “**your**”) of the Debentures to sell and our obligation to purchase such Holder’s Debentures pursuant to the Repurchase Option is a term of the Debentures and has been a right of Holders from the time the Debentures were issued on August 10, 2005. We are required to repurchase the Debentures of any Holder exercising the Repurchase Option pursuant to the terms of the Indenture and the Debentures. (Section 2)

### **What Debentures is the Company obligated to purchase?**

We are obligated to purchase all of the Debentures surrendered by the Holder. As of January 15, 2013, \$225,000,000 aggregate principal amount of the Debentures was outstanding. The Debentures were issued under the Indenture, dated as of August 10, 2005 (the “**Indenture**”), between the Company, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Citibank, N.A., a national banking association, as Trustee (the “**Trustee**”). (Section 2)

### **How much will the Company pay and what is the form of payment?**

Pursuant to the terms of the Indenture and the Debentures, we will pay, in cash, a repurchase price (the “**Purchase Price**”) equal to 100% of the principal amount of the Debentures plus accrued and unpaid interest to, but not including, February 15, 2013 (the “**Purchase Date**”), with respect to any and all Debentures validly surrendered for purchase and not withdrawn. (Section 2.2)

### **How will the Company fund the purchase of the Debentures?**

We intend to use cash on hand and/or availability under our existing Revolving Credit Facility (as defined below) to purchase the Debentures. (Section 2.3)

### **How can I determine the market value of the Debentures?**

There is no established reporting system or market for trading in the Debentures. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, our operating results, the market price and implied volatility of our shares of common stock, par value \$0.01 per share (the “**Common Stock**”), into which the Debentures are convertible and the market for similar securities. To the extent available, Holders are urged to obtain current market quotations for the Debentures prior to making any decision with respect to the Repurchase Option. Our Common Stock into which the Debentures are convertible is listed on the NASDAQ Global Select Market (the “**NASDAQ**”) under the symbol “**LPNT**”. On January 15, 2013, the closing price of our Common Stock on the NASDAQ was \$41.77 per share. (Section 2.5)

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### **What does the board of directors of the Company think of the Repurchase Option?**

Our board of directors has not made any recommendation as to whether you should surrender your Debentures for purchase in the Repurchase Option. You must make your own decision whether to surrender your Debentures for purchase in the Repurchase Option and, if so, the amount of Debentures to surrender. (Section 2.2)

### **When does the Repurchase Option expire?**

The Repurchase Option expires at 5:00 p.m. (New York City time) on Thursday, February 14, 2013 (the “**Expiration Date**”). We will not extend the period Holders have to accept the Repurchase Option unless required to do so by applicable U.S. federal securities laws. (Section 2.1)

### **What are the conditions to the purchase by the Company of the Debentures?**

The purchase by us of validly surrendered Debentures is not subject to any condition other than such purchase being lawful and satisfaction of the procedural requirements described in this Company Notice. (Section 2.1)

### **How do I exercise my Repurchase Option and surrender my Debentures?**

To exercise your Repurchase Option you must deliver, in compliance with any applicable nominee or depository procedures, notice to the Paying Agent, on or before 5:00 p.m. (New York City time) on the Expiration Date, of your intent to exercise your Repurchase Option and surrender your Debentures for purchase pursuant to one of the following three ways:

If your Debentures are held by a broker, dealer, commercial bank, trust company or other nominee, you must contact such nominee if you desire to surrender your Debentures and instruct such nominee to surrender the Debentures on your behalf through the transmittal procedures of DTC.

If you are a DTC participant, you should surrender your Debentures electronically through DTC’s Automated Tender Offer Program (“**ATOP**”), subject to the terms and procedures of ATOP.

While the Trustee has informed us that there are currently no certificated Debentures in non-global form, in the event that after the date hereof physical certificates evidencing the Debentures are issued to a Holder other than DTC or its nominee, any such Holder who desires to tender Debentures pursuant to the Repurchase Option and holds physical certificates evidencing such Debentures must provide notice to the Paying Agent by completing and signing a Purchase Notice in the form attached hereto as Annex A (a “**Purchase Notice**”) in accordance with the instructions set forth therein, have the signature thereon guaranteed and deliver such manually signed Purchase Notice to the Paying Agent on or before 5:00 p.m. (New York City time) on the Expiration Date, together with or followed by delivery of the certificates evidencing the Debentures being tendered and all necessary endorsements to the Paying Agent.

By surrendering your Debentures through the transmittal procedures of DTC or to the Paying Agent, as applicable, you agree to be bound by the terms of the Repurchase Option set forth in this Company Notice. (Section 3)

### **If I surrender my Debentures, when will I receive payment for them?**

We will accept for payment all validly surrendered Debentures promptly on or after the Expiration Date. We will forward to the Paying Agent, prior to 11:00 a.m. (New York City time) on the Purchase Date, the appropriate amount of cash required to pay the Purchase Price for the surrendered Debentures, and the Paying Agent will promptly distribute the cash to the Holders of the Debentures as listed in the Company’s register. DTC, currently the sole Holder listed in such register, will thereafter distribute the cash to its participants in accordance with its procedures. (Section 5)

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**Until what time can I withdraw previously surrendered Debentures?**

You can withdraw Debentures previously surrendered for purchase at any time until 5:00 p.m. (New York City time) on the Expiration Date. (Section 4)

**How do I withdraw previously surrendered Debentures?**

To withdraw previously surrendered Debentures, you must comply with the withdrawal procedures of DTC prior to 5:00 p.m. (New York City time) on the Expiration Date. While the Trustee has informed us that there are currently no certificated Debentures in non-global form, in the event that after the date hereof physical certificates evidencing the Debentures are issued to a Holder other than DTC or its nominee, any such Holder who desires to withdraw any previously surrendered Debentures evidenced by physical certificates must, instead of complying with DTC withdrawal procedures, complete and sign a withdrawal notice in the form attached hereto as Annex B (a “**Withdrawal Notice**”) in accordance with Section 16.03 of the Indenture and deliver such manually signed Withdrawal Notice to the Paying Agent prior to 5:00 p.m. (New York City time) on the Expiration Date. (Section 4)

**Do I need to do anything if I do not wish to surrender my Debentures for purchase?**

No. If you do not deliver a Purchase Notice before the expiration of the Repurchase Option, we will not purchase your Debentures in the Repurchase Option and such Debentures will remain outstanding subject to their existing terms. (Section 3)

**If I choose to surrender my Debentures for purchase, do I have to surrender all of my Debentures?**

No. You may surrender all of your Debentures, a portion of your Debentures or none of your Debentures for purchase. If you wish to surrender a portion of your Debentures for purchase, however, you must surrender your Debentures in a principal amount of \$1,000 or an integral multiple thereof. (Section 3)

**If I do not surrender my Debentures for purchase, will I continue to be able to exercise my conversion rights?**

Yes. If you do not surrender your Debentures for purchase, your conversion rights will not be affected. The current Conversion Rate (as defined in the Indenture) of the Debentures is 16.3345 shares of Common Stock per \$1,000 principal amount of the Debentures (equivalent to a conversion price of approximately \$61.22 per share of Common Stock). You will continue to have the right to convert each \$1,000 principal amount of Debentures into Common Stock only under the circumstances, and subject to the terms, conditions and adjustments, specified in the Indenture and the Debentures. Debentures, however, as to which a Purchase Notice has been given but that have not yet been surrendered may be converted only if they are otherwise convertible in accordance with the terms of the Indenture and if the Purchase Notice is withdrawn in accordance with the terms of the Indenture. (Section 2.4)

**What are the U.S. federal income tax consequences if I tender my Debentures?**

The receipt of cash in exchange for Debentures pursuant to the Repurchase Option will be a taxable transaction for United States federal income tax purposes. A U.S. Holder (as defined in “Material U.S. Federal Income Tax Consequences”) will generally recognize gain or loss on the sale to us of your Debentures in an amount equal to the difference between (i) the amount of cash received for your Debentures and (ii) your “adjusted tax basis” for the Debentures at the time of the sale to us. See “Material U.S. Federal Income Tax Consequences” in this Company Notice. This Company Notice includes only a summary of the possible tax consequences to you of tendering your Debentures. You should consult with your own tax advisor regarding the actual tax consequences to you. (Section 11)

**Who is the Paying Agent?**

The Bank of New York Mellon Trust Company, N.A., is serving as Paying Agent in connection with the Repurchase Option. Its address and telephone number are set forth on the front cover page of this Company Notice.

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**Whom can I talk with regarding questions about the Repurchase Option?**

Questions and requests for assistance in connection with the surrender of Debentures for purchase in the Repurchase Option may be directed to the Paying Agent at the address and telephone and facsimile numbers set forth on the cover of this Company Notice.

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## IMPORTANT INFORMATION CONCERNING THE REPURCHASE OPTION

**1 Information Concerning the Company.** We are obligated to purchase the Debentures at specified times and upon the occurrence of designated events subject to the terms and conditions specified in the Indenture and the Debentures. The Debentures are convertible into our Common Stock, subject to the terms, conditions and adjustments specified in the Indenture and the Debentures.

The Company was incorporated in Delaware in 1999. We operate general acute care hospitals primarily in non-urban communities in the United States. At September 30, 2012, on a consolidated basis, we operated 56 hospital campuses in 19 states, having a total of 6,581 licensed beds.

Our executive offices are located at 103 Powell Court, Brentwood, Tennessee 37027 and our telephone number is (615) 372-8500.

**2 Information Concerning the Debentures.** On August 10, 2005, we issued \$225,000,000 in aggregate principal amount of the Debentures. Cash interest accrues on the Debentures in accordance with the terms of the Indenture and the Debentures and is payable semiannually on February 15 and August 15 of each year to the person in whose name a Debenture is registered at the close of business on the preceding record date. The Debentures will mature on August 15, 2025, unless earlier converted, redeemed or repurchased in accordance with the terms of the Indenture and the Debentures. As of January 15, 2013, \$225,000,000 in aggregate principal amount of the Debentures was outstanding.

**2.1 The Company's Obligation to Purchase the Debentures.** Pursuant to the terms of the Indenture and the Debentures, we are obligated to purchase all Debentures validly surrendered for purchase and not withdrawn at the Holder's option. This Repurchase Option will expire at 5:00 p.m. (New York City time) on Thursday, February 14, 2013 (i.e., the Expiration Date), which is the first business day preceding the Purchase Date. We will not extend the period that Holders have to exercise the Repurchase Option unless required to do so by applicable law. The purchase by the Company of validly surrendered Debentures is not subject to any conditions other than that the Company's purchase is not unlawful and satisfaction of the procedural requirements described in this Company Notice.

If any Debentures remain outstanding following the expiration of the Repurchase Option, and if the Debentures are not otherwise redeemed or converted after such date, we will become obligated to purchase the Debentures, at the option of the Holders, in whole or in part, on February 16, 2015 and February 17, 2020, at a purchase price equal to 100% of the principal amount of the Debentures plus the amount of accrued and unpaid interest thereon to, but excluding, the purchase date thereof, subject to the terms and conditions specified in the Indenture and the Debentures.

**2.2 Purchase Price.** Pursuant to the terms of the Indenture and the Debentures, the Purchase Price to be paid by us for the Debentures is 100% of the principal amount of the Debentures, plus accrued and unpaid interest on the Debentures to, but not including, the Purchase Date. The Purchase Price will be paid in cash with respect to any and all Debentures validly surrendered for purchase and not withdrawn prior to 5:00 p.m. (New York City time) on the Expiration Date. Debentures surrendered for purchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Purchase Price is based solely on the requirements of the Indenture and the Debentures and bears no relationship to the market price of the Debentures or our Common Stock. Thus, the Purchase Price may be significantly higher or lower than the market price of the Debentures on the Purchase Date. Holders of Debentures are urged to obtain the best available information as to potential current market prices of the Debentures, to the extent available, and our Common Stock before making a decision whether to surrender their Debentures for purchase.

We are not, nor is our board of directors or any of our employees, making any recommendation to Holders as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Company Notice. Each Holder must make its own decision whether to surrender its Debentures for purchase and, if so, the principal amount of Debentures to surrender based on such Holder's assessment of the current market value of the Debentures and our Common Stock and other relevant factors.

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**2.3 Source of Funds.** In the event any Debentures are surrendered and accepted for payment, we intend to use cash on hand and/or availability under our existing Revolving Credit Facility (as defined below) to purchase the Debentures.

On July 24, 2012, the Company entered into a senior secured credit agreement (the “**Credit Agreement**”) with Citibank, N.A. as administrative agent, and Bank of America Merrill Lynch and Barclays as joint lead arrangers and joint book-runners, and other lenders that matures in July 2017 and provides for (i) a \$450.0 million senior secured term loan facility and (ii) a \$350.0 million senior secured revolving credit facility (the “**Revolving Credit Facility**”), of which up to a maximum of \$75.0 million may be utilized for letters of credit and up to a maximum amount of \$25.0 million may be utilized for swingline loans. As of September 30, 2012, the Company had \$40.0 million of outstanding borrowings under the Revolving Credit Facility and \$29.8 million in letters of credit outstanding, leaving the Company with \$280.2 million of unused borrowing capacity under the Revolving Credit Facility. Borrowings under the Revolving Credit Facility bear interest at a rate equal to either the base rate (“**ABR**”) or LIBOR from time to time in effect, at the Company’s option, plus an applicable margin above the specified index (the “**Applicable Margin**”) being the initial interest rate as follows: (i) in the case of borrowings accruing interest at a rate based on LIBOR, LIBOR plus an Applicable Margin of 1.75% per annum, and (ii) in the case of borrowings accruing interest at a rate based on ABR, ABR plus an Applicable Margin of 0.75% per annum. The Applicable Margins may increase or decrease based on the Company’s consolidated total leverage ratio as specified in the Credit Agreement. As of September 30, 2012, the applicable annual interest rates under the Revolving Credit Facility was 1.98% which was based on the 30-day adjusted LIBOR plus the Applicable Margin. The Credit Agreement may, subject to certain conditions and to receipt of commitments from new or existing Lenders, be increased up to a total of (i) \$800.0 million and (ii) an amount such that, after giving pro forma effect to such increase and to the use of proceeds therefrom, the Company’s secured leverage ratio does not exceed 3.50:100; provided that no lender is obligated to participate in any such increase. The Credit Agreement contains a negative covenant requiring the Company to satisfy a maximum total leverage ratio not to exceed 5.00:1.00 through June 30, 2014 with a step-down to 4.75:1.00 through June 30, 2015, 4.50:1.00 through June 30, 2016 and 4.25:1.00 through the remaining term and as determined on a trailing four quarter basis. When amounts outstanding under the Revolving Credit Facility become due, we expect to pay those amounts with cash on hand, proceeds from debt or equity issuances or additional financing. The Credit Agreement is guaranteed on a senior basis by the Company’s subsidiaries with certain limited exceptions. The Credit Agreement is secured by collateral consisting of a perfected first priority lien on, and pledge of, all of the capital stock and intercompany notes owned by the Company and each guarantor.

We do not currently have any alternative financing arrangements for raising cash to purchase the Debentures.

**2.4 Conversion Rights of the Debentures.** Holders that do not surrender their Debentures for purchase pursuant to the Repurchase Option will maintain their conversion rights with respect to their Debentures. The Debentures are convertible only under the circumstances, and subject to the terms, conditions and adjustments, specified in the Indenture and the Debentures. The current Conversion Rate of the Debentures is 16.3345 shares of Common Stock per \$1,000 principal amount of the Debentures (equivalent to a conversion price of approximately \$61.22 per share). Holders that deliver a Purchase Notice with respect to physical certificates evidencing Debentures issued to the Holder or surrender their Debentures pursuant to the Repurchase Option may retain their conversion rights with respect to such Debentures, subject to the terms and conditions of the Indenture and the Debentures, only if such delivery or surrender has been validly withdrawn prior 5:00 p.m. (New York City time) on the Expiration Date, as described in Section 4 below. The Paying Agent is currently acting as the Conversion Agent for the Debentures. The Conversion Agent can be contacted at the address and telephone number set forth on the front cover of this Company Notice.



**2.5 Market for the Debentures and the Company's Common Stock.** There is no established reporting system or trading market for trading in the Debentures. However, we believe the Debentures currently are traded over the counter. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, our operating results, the market price and implied volatility of our Common Stock and the market for similar securities. As of January 15, 2013, \$225,000,000 aggregate principal amount of the Debentures was outstanding.

Our Common Stock into which the Debentures are convertible is listed on the NASDAQ under the symbol "LPNT." The following table sets forth, for the fiscal quarters indicated, the high and low sales prices of our Common Stock as reported on the NASDAQ:

	Share Price	
	High	Low
<b>Fiscal 2011</b>		
First Quarter	\$40.48	\$34.63
Second Quarter	\$43.45	\$37.19
Third Quarter	\$40.59	\$28.95
Fourth Quarter	\$41.97	\$32.61
<b>Fiscal 2012</b>		
First Quarter	\$42.19	\$34.91
Second Quarter	\$41.80	\$34.32
Third Quarter	\$43.87	\$36.62
Fourth Quarter	\$43.86	\$34.37
<b>Fiscal 2013</b>		
First Quarter (through January 15)	\$42.24	\$38.08

On January 15, 2013, the closing price of our Common Stock on the NASDAQ was \$41.77 per share. As of January 15, 2013, there were 46,926,669 shares of Common Stock outstanding.

We urge you to obtain current market information for the Debentures, to the extent available, and our Common Stock before making any decision to surrender your Debentures pursuant to the Repurchase Option.

**2.6 Optional Redemption.** Beginning on February 20, 2013, the Debentures will become redeemable for cash at our option at any time, in whole or in part, at a redemption price equal to the principal amount of Debentures to be redeemed plus any accrued and unpaid interest to, but not including, the date fixed for redemption, as provided in the Indenture and the Debentures. However, effective on the date of this Company Notice, we and our affiliates, including our executive officers and directors, are prohibited under applicable U.S. federal securities laws from purchasing or redeeming Debentures (or the right to purchase or redeem Debentures) other than through the Repurchase Option until at least the tenth business day after the Purchase Date.

**2.7 Holders' Right to Require Repurchase Upon a Fundamental Change.** Each Holder may require us to repurchase all or any of his or her Debentures if there is a Fundamental Change (as defined in the Indenture) at a repurchase price in cash equal to the principal amount of Debentures to be redeemed plus any accrued and unpaid interest to, but not including, the repurchase date.

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**2.8 Ranking.** The Debentures are general unsecured senior subordinated obligations of ours and rank equally in right of payment with all of our existing and future unsecured senior subordinated indebtedness, and are contractually subordinated in right of payment to our senior indebtedness and effectively subordinated in right of payment to our secured indebtedness, to the extent of the value of the assets securing such indebtedness, and to all liabilities and preferred equity of our subsidiaries.

**3 Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase.** Holders will not be entitled to receive the Purchase Price for their Debentures unless they validly deliver notice to the Paying Agent on or before 5:00 p.m. (New York City time) on the Expiration Date and validly surrender for purchase, and do not withdraw, the Debentures. Only registered Holders are authorized to surrender their Debentures for purchase. Holders may surrender some or all of their Debentures; however, any Debentures surrendered must be in a principal amount of \$1,000 or an integral multiple thereof. If Holders do not validly surrender their Debentures, their Debentures will remain outstanding subject to the existing terms of the Indenture and the Debentures, provided, however, that Debentures as to which a Purchase Notice has been given but that have not yet been surrendered may be converted only if the Purchase Notice is withdrawn in accordance with the terms of the Indenture.

**3.1 Method of Delivery.** The Trustee has informed us that, as of the date of this Company Notice, all custodians and beneficial holders of the Debentures hold the Debentures through DTC accounts and that there are no certificated Debentures in non-global form. Accordingly, unless physical certificates are issued following the date hereof, all Debentures surrendered for purchase hereunder must be delivered through DTC's ATOP system. Valid delivery of Debentures via ATOP will constitute a Purchase Notice (as defined in the Indenture) satisfying Holders' notice requirements under the Indenture. Delivery of Debentures and all other required documents, including delivery and acceptance through ATOP, is at the election and risk of the person surrendering such Debentures.

**3.2 Agreement to be Bound by the Terms of the Repurchase Option.** By surrendering your Debentures through the transmittal procedures of DTC, you acknowledge and agree as follows:

such Debentures shall be purchased pursuant to the terms and conditions set forth in this Company Notice;

you agree to all of the terms of this Company Notice;

you have received this Company Notice and acknowledge that this Company Notice provides the notice required pursuant to the Indenture and the Debentures;

upon the terms and subject to the conditions set forth in this Company Notice, the Indenture and the Debentures, and effective upon the acceptance for payment thereof, you (i) irrevocably sell, assign and transfer to us all right, title and interest in and to all the Debentures surrendered, (ii) waive any and all rights with respect to the Debentures (including, without limitation, any existing or past defaults and their consequences), (iii) release and discharge us and our directors, officers, employees and affiliates from any and all claims you may now have, or may have in the future, arising out of, or related to, the Debentures, including, without limitation, any claims that you are entitled to receive additional principal or interest payments with respect to the Debentures or to participate in any redemption or defeasance of the Debentures (other than claims with respect to U.S. federal securities laws) and (iv) irrevocably constitute and appoint the Paying Agent as your true and lawful agent and attorney-in-fact with respect to any such surrendered Debentures, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Debentures, or transfer ownership of such Debentures, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to us, (b) present such Debentures for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Debentures (except that the Paying Agent will have no rights to, or control over, funds from us, except as our agent, for the Purchase Price of any surrendered Debentures that are purchased by us), all in accordance with the terms set forth in this Company Notice;

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you represent and warrant that you (i) own the Debentures surrendered and are entitled to surrender such Debentures and (ii) have full power and authority to surrender, sell, assign and transfer the Debentures surrendered hereby and that when such Debentures are accepted for purchase and payment by us we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right;

you agree, upon our request, to execute and deliver any additional documents deemed by the Paying Agent or us to be necessary or desirable to complete the sale, assignment and transfer of the Debentures surrendered;

you understand that all Debentures properly surrendered for purchase and not withdrawn prior to 5:00 p.m. (New York City time) on the Expiration Date will be purchased at the Purchase Price, in cash, pursuant to the terms and conditions of the Indenture, the Debentures, the Company Notice and related notice materials, as amended and supplemented from time to time;

payment for Debentures purchased pursuant to the Company Notice will be made by deposit of the Purchase Price for such Debentures with the Paying Agent, which will act as agent for surrendering Holders for the purpose of receiving payments from us and transmitting such payments to such Holders;

surrenders of Debentures may be withdrawn by written notice of withdrawal delivered pursuant to the procedures set forth in this Company Notice at any time prior to 5:00 p.m. (New York City time) on the Expiration Date;

all authority conferred or agreed to be conferred pursuant to the terms of the Repurchase Option hereby shall survive your death or incapacity and every obligation of yours shall be binding upon your heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives;

the delivery and surrender of the Debentures is not effective, and the risk of loss of the Debentures does not pass to the Paying Agent, until receipt by the Paying Agent of any and all evidences of authority and any other required documents in form satisfactory to us; and

all questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any surrender of Debentures pursuant to the procedures described in this Company Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by us, in our sole direction, which determination shall be final and binding on all parties.

### **3.3 Delivery of Debentures.**

*Debentures Held Through a Custodian.* If you wish to tender Debentures pursuant to this Company Notice and your Debentures are held by a broker, dealer, commercial bank, trust company or other nominee, you must contact such nominee and instruct such nominee to surrender the Debentures for purchase on your behalf through the transmittal procedures of DTC as set forth below in “Debentures in Global Form” on or prior to 5:00 p.m. (New York City time) on the Expiration Date. We will, upon request, reimburse brokers, dealers, commercial banks, trust companies or other nominees for reasonable and necessary costs and expenses incurred by them in forwarding the enclosed materials to their customers who are beneficial owners of the Debentures held by them as a nominee or in a fiduciary capacity.

*Debentures in Global Form.* If you are a DTC participant who wishes to tender Debentures pursuant to this Company Notice, you must surrender to us your beneficial interest in the Debentures by:

delivering to the Paying Agent’s account at DTC through DTC’s book-entry system your beneficial interest in the Debentures on or prior to 5:00 p.m. (New York City time) on the Expiration Date; and

electronically transmitting your acceptance through DTC’s ATOP system, subject to the terms and procedures of that system, on or prior to 5:00 p.m. (New York City time) on the Expiration Date.

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In surrendering through ATOP, the electronic instructions sent to DTC by you or by a broker, dealer, commercial bank, trust company or other nominee on your behalf, and transmitted by DTC to the Paying Agent, will acknowledge, on behalf of you and DTC, your receipt of an agreement to be bound by the terms of the Repurchase Option, including those set forth above under the heading “Agreement to be Bound by the Terms of the Repurchase Option.”

*Debentures Held in Certificated Non-Global Form.* In the event that after the date hereof physical certificates evidencing the Debentures are issued to a Holder other than DTC or its nominee, then any such Holder of the Debentures must complete and sign a Purchase Notice in the form attached hereto as Annex A in accordance with the instructions set forth therein, have the signature thereon guaranteed and deliver such manually signed Purchase Notice to the Paying Agent on or before 5:00 p.m. (New York City time) on the Expiration Date, together with or followed by delivery of the certificates evidencing the Debentures being tendered and all necessary endorsements to the Paying Agent.

All signatures on a Purchase Notice must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, an “**Eligible Institution**”); provided, however, that signatures on the Purchase Notice need not be guaranteed if such Debentures are tendered for the account of an Eligible Institution. If a Purchase Notice or any Debenture is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must so indicate when signing, and proper evidence satisfactory to us of the authority of such person so to act must be submitted.

**You bear the risk of untimely surrender of your Debentures. You must allow sufficient time for completion of the necessary DTC or Paying Agent procedures, as applicable, before 5:00 p.m. (New York City time) on the Expiration Date.**

**4 Rights of Withdrawal.** Purchase Notices or Debentures surrendered for purchase may be withdrawn at any time prior to 5:00 p.m. (New York City time) on the Expiration Date. A Purchase Notice may be withdrawn in accordance with the terms of the Indenture before 5:00 p.m. (New York City time) on the Expiration Date. In order to withdraw Debentures, you must comply with the withdrawal procedures of DTC prior to 5:00 p.m. (New York City time) on the Expiration Date. Debentures withdrawn from the Repurchase Option may be re-surrendered by following the surrender procedures described in Section 3 above provided.

This means you must deliver, or cause to be delivered, a valid withdrawal request through the ATOP system from the tendering DTC participant before 5:00 p.m. (New York City time) on the Expiration Date. The withdrawal notice must:

- specify the DTC Voluntary Offer Instruction Number, the name of the participant for whose account such Debentures were tendered and such participant’s account number at DTC to be credited with the withdrawn Debentures;
- contain a description of the Debentures to be withdrawn (including the principal amount to be withdrawn); and
- be submitted through the DTC ATOP system by such participant under the same name as the participant’s name listed in the original tender, or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the Debentures.

In the event that after the date hereof physical certificates evidencing the Debentures are issued to a Holder other than DTC or its nominee, any such Holder who desires to withdraw any previously surrendered Debentures evidenced by physical certificates must, instead of complying with the DTC withdrawal procedures above, complete and sign a Withdrawal Notice in the form attached hereto as Annex B in accordance with Section 16.03 of the Indenture and deliver such manually signed Withdrawal Notice to the Paying Agent prior to 5:00 p.m. (New York City time) on the Expiration Date.

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We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal.

**You bear the risk of untimely withdrawal of your Debentures. You must allow sufficient time for completion of the necessary DTC or Paying Agent procedures before 5:00 p.m. (New York City time) on February 14, 2013.**

**5 Payment for Surrendered Debentures.** We will promptly forward to the Paying Agent, prior to 11:00 a.m. (New York City time) on the Purchase Date the appropriate amount of cash required to pay the Purchase Price for the surrendered Debentures, and the Paying Agent will promptly thereafter cause the cash to be distributed to each Holder as listed in the Company's register that has validly delivered its Debentures and not validly withdrawn such delivery prior to 5:00 p.m. (New York City time) on the Expiration Date.

The total amount of funds required by us to purchase all of the Debentures is approximately \$225,000,000 (assuming all of the Debentures are validly surrendered for purchase and accepted for payment).

**6 Debentures Acquired.** Any Debentures purchased by us pursuant to the Repurchase Option will be cancelled by the Trustee, pursuant to the terms of the Indenture.

**7 Plans or Proposals of the Company.** Except as publicly disclosed on or prior to the date of this Company Notice, we do not currently have any plans which would be material to a Holder's decision to surrender Debentures for purchase in the Repurchase Option, which relate to or which would result in:

- any extraordinary transaction, such as a merger, reorganization or liquidation, involving us or any of our subsidiaries;
- any purchase, sale or transfer of a material amount of our assets or the assets of any of our subsidiaries (consistent with our growth strategy, we actively pursue opportunities for potential acquisitions, with due diligence and negotiation often at different stages of advancement at any particular time);
- any material change in our present dividend rate or policy, or indebtedness or capitalization;
- any change in our present board of directors or management, including, but not limited to, any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in our corporate structure or business;
- any class of our equity securities to be delisted from a national securities exchange or ceasing to be authorized to be quoted in an automated quotation system operated by a national securities association;
- any class of our equity securities becoming eligible for termination of registration under Section 12(g)(4) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act");
- the suspension of our obligation to file reports under Section 15(d) of the Exchange Act;
- the acquisition by any person of additional securities of us or the disposition of our securities; or
- any changes in our charter, bylaws or other governing instruments or other actions that could impede the acquisition of control of us.

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**8 Interests of Directors, Executive Officers and Affiliates of the Company in the Debentures.** Except as otherwise disclosed below, based on a reasonable inquiry by us:

neither we nor our executive officers, directors, affiliates or “associate” or subsidiary of any such person beneficially owns any Debentures;

we will not purchase any Debentures from such executive officers, directors, affiliates or “associate” or subsidiary of any such person; and

during the 60 days preceding the date of this Company Notice, none of such executive officers, directors, affiliates or “associate” or subsidiary of any such person has engaged in any transactions in the Debentures.

Certain of our directors and executive officers are participants in ordinary course equity compensation plans and arrangements involving our Common Stock, as previously disclosed by us. Except as described in the previous sentence, neither we nor, to our knowledge after making reasonable inquiry, any of our executive officers or directors, is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Repurchase Option or with respect to any of our securities, including, but not limited to, any contract, arrangement, understanding or agreement concerning the transfer or the voting of our securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations.

A list of our directors and executive officers is attached to this Company Notice as Annex C.

**9 Purchase of Debentures by the Company and its Affiliates.** Each of us and our affiliates, including our executive officers and directors, is prohibited under applicable U.S. federal securities laws from purchasing Debentures (or the right to purchase Debentures) other than through the Repurchase Option until at least the tenth business day after the Expiration Date. Following such time, if any Debentures remain outstanding, we and our affiliates may redeem Debentures or purchase Debentures in the open market, in private transactions, through a subsequent tender offer, or otherwise, any of which may be consummated at purchase prices higher or lower than the Purchase Price. Any decision to redeem or purchase Debentures after the Repurchase Option, if any, will depend upon many factors, including the market price of the Debentures, the amount of Debentures surrendered for purchase pursuant to the Repurchase Option, the market price of our Common Stock, our business and financial position and general economic and market conditions.

**10 Agreements Involving the Company’s Debentures.** We have entered into the following agreement relating to the Debentures:

The Indenture.

All agreements involving other securities issued by us are described in detail in the documents incorporated by reference into this Company Notice, and no provisions in such agreements are material to the Repurchase Option or the Debentures.

**11 Material U.S. Federal Income Tax Consequences.** The following is a general discussion of certain material U.S. federal income tax considerations relating to Holders of the Debentures with respect to the Repurchase Option. This discussion is for general information only and does not consider all aspects of U.S. federal income taxation that may be relevant to a particular Holder in light of the Holder’s individual circumstances or to certain types of Holders subject to special tax rules, including, without limitation, financial institutions, broker-dealers, insurance companies, tax-exempt organizations, dealers in securities or currencies, regulated investment companies, real estate investment trusts, U.S. expatriates, traders in securities who elect to apply a mark-to-market method of accounting, persons that hold Debentures as part of a “straddle,” a “hedge,” a “conversion transaction,” or other “integrated transaction,” persons that acquired Debentures in connection with employment or the performance of services, U.S. Holders (as defined below) whose “functional currency” is not the U.S. dollar, persons subject to the alternative minimum tax, and partnerships and other pass-through entities. In addition, this discussion does not address state, local or foreign tax considerations with respect to the Repurchase Option or U.S. federal tax considerations (such as the estate tax or

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gift tax) other than income taxation. This summary assumes that Holders have held their Debentures as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”) (generally, property held for investment).

This summary is based on the Code and applicable Treasury regulations, rulings, administrative pronouncements and judicial decisions in effect as of the date hereof, all of which are subject to change, perhaps retroactively, so as to result in U.S. federal income tax considerations that are different from those discussed below. The Company has not obtained, and does not intend to obtain, a ruling from the Internal Revenue Service (“IRS”) with respect to the U.S. federal income tax considerations described herein and, as a result, there can be no assurance that the IRS will not challenge one or more of the tax consequences described herein and that a court would not agree with the IRS. For purposes of this discussion, a “U.S. Holder” is a beneficial owner of Debentures that for U.S. federal income tax purposes is: (i) an individual citizen or resident of the U.S.; (ii) a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the U.S., any State thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust that is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons, or that has a valid election in effect under the applicable Treasury regulations to be treated as a U.S. person.

For purposes of this discussion, a “Non-U.S. Holder” means a beneficial owner of a Debenture that is not a U.S. Holder or a partnership. If a partnership holds a Debenture, the U.S. federal income tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. Any partners of a partnership holding the Debentures are urged to consult their tax advisors.

#### ***Tendering U.S. Holders***

The receipt of cash by a U.S. Holder in exchange for a Debenture pursuant to the Repurchase Option will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder tendering a Debenture generally will recognize gain or loss. The U.S. Holder’s gain or loss will equal the difference between the proceeds received by the U.S. Holder in exchange for a Debenture pursuant to the Repurchase Option and the U.S. Holder’s adjusted tax basis in the Debenture. The gain or loss recognized by a U.S. Holder upon the exchange of the Debenture will be long-term capital gain or loss if the U.S. Holder held the Debenture for more than one year. Long-term capital gains of noncorporate taxpayers generally are taxed at a lower marginal tax rate than the maximum marginal tax rate applicable to ordinary income. The deduction of capital losses is subject to limitations.

#### ***Tendering Non-U.S. Holders***

A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain realized on the receipt of cash in exchange for a Debenture pursuant to the Repurchase Option unless:

the Non-U.S. Holder is an individual who was present in the United States for 183 or more days during the taxable year of the exchange pursuant to the Repurchase Option and certain other conditions are met, in which case the Non-U.S. Holder will be subject to a flat 30% tax on its U.S.-sourced capital gain, if any, from the exchange of the Debenture pursuant to the Repurchase Option;

the gain is effectively connected with the conduct of a U.S. trade or business by the Non-U.S. Holder (and, if an applicable tax treaty so requires, the gain is attributable to a permanent establishment maintained by the Non-U.S. Holder in the United States), in which case the Non-U.S. Holder generally will be taxed on its net gain derived from the exchange of the Debenture pursuant to the Repurchase Option at the regular graduated U.S. federal income tax rates and in the manner applicable to U.S. persons and, if the Non-U.S. Holder is a foreign corporation, a “branch profits tax” equal to 30% (or such lower rate provided by an applicable treaty) may also apply;

the Non-U.S. Holder is subject to tax pursuant to the provisions of the Code applicable to certain United States expatriates; or

the Company is a “U.S. real property holding corporation” at any time within the shorter of the five year period preceding the exchange of the Debenture pursuant to the Repurchase Option or such Non-U.S. Holder’s holding period of the exchanged Debenture.

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We believe that we are not and have not been a “U.S. real property holding corporation” for U.S. federal income tax purposes.

### ***Information Reporting and Backup Withholding***

A U.S. Holder whose Debentures are tendered and accepted for payment pursuant to the Repurchase Option will be subject to certain information reporting requirements (unless the U.S. Holder is a corporation or other exempt recipient). In addition, a U.S. Holder may be subject to backup withholding with respect to the receipt of cash in exchange for a Debenture unless the U.S. Holder provides us with a correct taxpayer identification number (“TIN”) and certifies that the U.S. Holder is a U.S. person, the TIN is correct (or that the U.S. Holder is awaiting a TIN) and the U.S. Holder is not currently subject to backup withholding. U.S. Holders can provide their TIN and these certifications by completing an IRS Form W-9 (a copy of which can be found on the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>). U.S. Holders are encouraged to consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption. Any amount paid as backup withholding would be creditable against the U.S. Holder’s U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the requisite information is timely provided to the IRS.

In general, backup withholding will not apply to the sale of Debentures by a Non-U.S. Holder pursuant to the Repurchase Option, provided that the Non-U.S. Holder has provided the required documentation that it is not a U.S. person (for example, IRS Form 8-WBEN). However, information reporting may apply to the proceeds from the tender of the Debentures and the amount of any tax withheld with respect to those payments. Copies of the information returns reporting such interest and withholding may also be made available to the tax authorities in the country in which the Non-U.S. Holder resides under the provisions of an applicable income tax treaty.

### ***Non-Tendering Holders***

A Holder whose Debentures are not purchased by us pursuant to the Repurchase Option will not incur any U.S. federal income tax liability as a result of the consummation of the Repurchase Option.

THE DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL HOLDERS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE U.S. FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES OF THE REPURCHASE OPTION.

**12 Additional Information.** We are subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, file reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”). Such reports, proxy statements and other information can be inspected and copied at the Public Reference Section of the SEC located at Station Place, 100 F Street, N.E., Washington D.C. 20549. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC’s home page on the Internet at [www.sec.gov](http://www.sec.gov).

We have filed with the SEC a Tender Offer Statement on Schedule TO, pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder, furnishing certain information with respect to the Repurchase Option. The Tender Offer Statement on Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.



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The documents listed below (as such documents may be amended from time to time) contain important information about us and our financial condition, and we incorporate by reference such documents herein:

our Annual Report on Form 10-K for the year ended December 31, 2011;

our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012;

our Current Reports on Form 8-K and Form 8-K/A filed on January 10, 2012, January 11, 2012, June 7, 2012, June 19, 2012, July 5, 2012, July 25, 2012, October 11, 2012, and December 17, 2012;

our Definitive Proxy Statement dated April 23, 2012, as supplemented; and

the description of our Common Stock contained in our Registration Statement on Form 10/A filed with the SEC on April 27, 1999.

Each person to whom a copy of this Company Notice is delivered may obtain a copy of any or all of the documents to which we have referred you, other than exhibits to such documents, unless the exhibits are specifically incorporated by reference into the documents, at no cost, by writing us at LifePoint Hospitals, Inc., 103 Powell Court, Brentwood, Tennessee 37027, Attention: Investor Relations.

In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct. We also recommend that you review all documents filed by us with the SEC pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this Company Notice and before 5:00 p.m. (New York City time) on the Expiration Date.

The Schedule TO to which this Company Notice relates does not permit forward "incorporation by reference." Accordingly, if a material change occurs in the information set forth in this Company Notice, we will amend the Schedule TO accordingly.

**13 No Solicitations.** We have not employed any persons to make solicitations or recommendations in connection with the Repurchase Option.

**14 Definitions.** All capitalized terms used but not specifically defined in this Company Notice shall have the meanings given to such terms in the Indenture and the Debentures.

**15 Conflicts.** In the event of any conflict between this Company Notice on the one hand and the terms of the Indenture or the Debentures or any applicable laws on the other hand, the terms of the Indenture or the Debentures or applicable laws, as the case may be, will control.

*None of the Company or its board of directors or employees, as applicable, are making any recommendation to any Holder as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Company Notice. Each Holder must make such Holder's own decision whether to surrender such Holder's Debentures for purchase and, if so, the principal amount of Debentures to surrender based on their own assessment of the current market value and other relevant factors.*

**FORM OF PURCHASE NOTICE**

TO: LIFEPOINT HOSPITALS, INC.  
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

The undersigned registered holder (“**Holder**”) of the Debentures designated below hereby irrevocably acknowledges receipt of a notice (the “**Company Notice**”) from LifePoint Hospitals, Inc. (the “**Company**”) regarding the right of Holders to elect to require the Company to repurchase their Debentures and requests and instructs the Company to repay the entire principal amount of such Debentures, or the portion thereof (which is \$1,000 or an integral multiple thereof) designated below, in cash, in accordance with the terms of the Indenture, dated as of August 10, 2005 (the “**Indenture**”), between the Company, as Issuer, and Citibank, N.A., a national banking association, as Trustee, for the Company’s 3.25% Convertible Senior Subordinated Debentures due 2025 (the “**Debentures**”), at the price of 100% of such entire principal amount or portion thereof, together with accrued and unpaid interest to, but excluding, the Purchase Date, to the registered Holder hereof. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. The Debentures shall be repurchased by the Company promptly following February 15, 2013, the Purchase Date, pursuant to the terms and conditions specified in the Indenture, the Debentures and the Company Notice.

NOTICE: The signature below of the Holder of the Debentures designated below must correspond with the name as written upon the face of such Debentures in every particular without alteration or enlargement or any change whatsoever.

Name of Holder:

Certificate Number (if applicable):

Principal amount to be repurchased (if less than all, must be \$1,000 or whole multiples thereof):

Social Security or Other Taxpayer Identification Number:

Dated: \_\_\_\_\_

Signature(s) \_\_\_\_\_

Signature(s) must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Company, which requirements include membership or participation in the Securities Transfer Agent Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the U.S. Securities Exchange Act of 1934, as amended.

\_\_\_\_\_  
Signature Guarantee

**FORM OF WITHDRAWAL NOTICE**

TO: LIFEPOINT HOSPITALS, INC.  
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

The undersigned registered holder (“**Holder**”) of the Debentures designated below hereby withdraws its election to require LifePoint Hospitals, Inc. (the “**Company**”) to repurchase such Debentures, or the portion thereof (which is \$1,000 or an integral multiple thereof) designated below, in accordance with the terms of the Indenture, dated as of August 10, 2005 (the “**Indenture**”), between the Company, as Issuer, and Citibank, N.A., a national banking association, as Trustee, for the Company’ s 3.25% Convertible Senior Subordinated Debentures due 2025 (the “**Debentures**”). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

NOTICE: The signature below of the Holder must correspond with the name as written upon the face of the Debentures in every particular without alteration or enlargement or any change whatsoever.

Name of Holder:

Certificate Number (if applicable):

Principal amount to be repurchased (if less than all, must be \$1,000 or whole multiples thereof):

Social Security or Other Taxpayer Identification Number:

Dated: \_\_\_\_\_

Signature(s) \_\_\_\_\_

**BOARD OF DIRECTORS AND EXECUTIVE OFFICERS**

The following tables set forth the names of each of our directors and executive officers:

<u>Name</u>	<u>Title</u>
William F. Carpenter III	Chairman, Director and Chief Executive Officer
Owen G. Shell Jr.	Lead Director
Gregory T. Bier	Director
Richard H. Evans	Director
DeWitt Ezell Jr.	Director
Michael P. Haley	Director
Marguerite W. Kondracke	Director
John E. Maupin Jr.	Director
Jeffrey S. Sherman	Executive Vice President and Chief Financial Officer
David M. Dill	President and Chief Operating Officer
Paul D. Gilbert	Executive Vice President and Chief Legal Officer
John P. Bumpus	Executive Vice President and Chief Administrative Officer
Leif M. Murphy	Executive Vice President and Chief Development Officer
Michael S. Coggin	Senior Vice President and Chief Accounting Officer
Lanny R. Copeland, M.D.	Chief Medical Officer

The business address of each person set forth above is c/o LifePoint Hospitals, Inc., 103 Powell Court, Brentwood, Tennessee 37027 and our telephone number is (615) 372-8500.