EXECUTION COPY

ASSET PURCHASE AGREEMENT

BETWEEN

COMMUNITY MEDICAL CENTER, INC.,

RCHP/BILLINGS - MISSOULA, LLC,

RCHP-MONTANA, LLC,

BILLINGS CLINIC,

BILLINGS/RCHP HEALTHCARE HOLDINGS, LLC

AND

REGIONALCARE HOSPITAL PARTNERS, INC.

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ASSET PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Agreement**"), made as of the 4th day of September, 2014, by and among Community Medical Center, Inc., a Montana corporation and tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code ("**Seller**"), and RCHP/Billings – Missoula, LLC, a Delaware limited liability company ("**Buyer**"). Billings/RCHP Healthcare Holdings, LLC, a Delaware limited liability company ("**Buyer Parent**"), joins this Agreement solely for purposes of the covenants set forth in Section 10.8 and Section 10.9. Billings Clinic, a Montana non-profit public benefit corporation ("**Billings Clinic**"), joins this Agreement solely for purposes of the covenants set forth in Section 10.4, Section 10.5, Section 10.6, Section 10.7 and Section 10.8(b). RCHP-Montana, LLC, a Delaware limited liability company ("**RCHP-Montana**"), joins this Agreement solely for purposes of the covenants set forth in Section 10.7 and Section 10.8(b). RegionalCare Hospital Partners, Inc., a Delaware corporation ("**RegionalCare**"), joins this Agreement solely for the limited purposes set forth herein.

RECITALS

WHEREAS, Seller owns and operates Community Medical Center, currently licensed as a 143-bed general acute care hospital with eight (8) additional rehabilitation beds located in Missoula, Montana (the "**Hospital**"), and owns or leases and operates the other healthcare facilities or operations listed on Exhibit A-1 (collectively, with the Hospital, the "**Seller Facilities**");

WHEREAS, Seller holds the following controlling limited liability interests: (i) a ninety-two and nine-tenths percent (92.9%) interest in Montana Heart Angio Lab, LLC, an outpatient cardiac diagnostic and treatment center ("**Montana Heart**"), and (ii) subject to the mechanisms of Section 2.5(c) below, a seventy-five percent (75%) interest in Radiation Oncology JV (together Montana Heart and Radiation Oncology JV are referred to herein as the "**Controlled Joint Ventures**", and together Seller and the Controlled Joint Ventures are sometimes hereinafter collectively referred to as the "**Seller Parties**" and each individually, a "**Seller Party**");

WHEREAS, Seller holds the following non-controlling limited liability interests and/or stock: (i) a thirty-five percent (35%) interest in Big Sky Surgical Center, LLC, an outpatient surgical center ("**Big Sky**"), (ii) a fifty percent (50%) interest in Advanced Imaging at Community Medical Center, LLC, an outpatient imaging center ("**Advanced**") and (iii) a fifty percent (50%) interest in Missoula Hospital Alliance, Inc. ("**MHA**") (together Big Sky, Advanced and MHA are referred to herein as the "**Minority Joint Ventures**", the Controlled Joint Ventures and the Minority Joint Ventures are sometimes hereinafter collectively referred to as the "**Joint Ventures**");

WHEREAS, the Controlled Joint Ventures operate the healthcare facilities or operations listed on Exhibit A-2 (collectively, the "**Controlled Joint Venture Facilities**");

WHEREAS, the Minority Joint Ventures operate the healthcare facilities or operations listed on Exhibit A-3 (the "**Minority Joint Venture Facilities**", and together the Controlled Joint Venture Facilities and the Minority Joint Venture Facilities are sometimes hereinafter collectively referred to as the "**Joint Venture Facilities**");

WHEREAS, the parties desire to enter into this Agreement to provide for the sale by Seller to Buyer of: (i) substantially all of the assets, real and personal, tangible and intangible, constituting the Seller Facilities; and (ii) Seller's interests in the Joint Ventures;

WHEREAS, Buyer is an indirect subsidiary of RegionalCare; and

WHEREAS, RegionalCare will recognize substantial benefits from the purchase of the Assets (as defined below) by Buyer from Seller and is therefore willing to guarantee the obligations of Buyer.

NOW, THEREFORE, for and in consideration of the foregoing premises and the agreements, covenants, representations and warranties hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of all of which are acknowledged and agreed, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND REFERENCES

1.1 Definitions. Unless otherwise indicated in this Agreement, the following terms shall have the following meanings:

"**Accounts Payable**" shall mean the accounts payable of Seller other than any item listed as an Excluded Asset.

"**Acquired Current Assets**" means the Assets that constitute current assets under GAAP that Buyer is acquiring pursuant to Section 2.1.

"**Actual Hospital Working Capital**" shall have the meaning set forth in Section 2.6(b).

"**Actual Hospital Working Capital Statement**" shall have the meaning set forth in Section 2.6(b).

"**Advanced**" has the meaning set forth in the Recitals.

"**Affiliate**" shall mean, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, either Controls, is Controlled by, or is under common Control with such Person; except that, Warburg Pincus Private Equity X, L.P., Warburg Pincus X Partners, L.P., any portfolio company of Warburg Pincus Private Equity X, L.P. or Warburg Pincus X Partners, L.P., and any Affiliate of Warburg Pincus Private Equity X, L.P., Warburg Pincus X Partners, L.P. or any portfolio company of Warburg Pincus Private Equity X, L.P. or Warburg Pincus X Partners, L.P, or any other fund managed by Warburg Pincus LLC or any of their portfolio companies (other than any subsidiary of Buyer) shall not be considered an Affiliate of Buyer.

"**Agents**" shall have the meaning set forth in Section 13.8.

"**Agreement**" has the meaning set forth in the Preamble.

"**ALTA**" shall mean the American Land Title Association.

"**Application**" has the meaning set forth in Section 4.7.

"**Approval**" shall mean any accreditation, approval, authorization, certificate, Certificate of Need, certification, consent, franchise, grant, license, lease, option, order, permit, qualification, registration, or other confirmation of or by a Person.

"**Assets**" has the meaning set forth in Section 2.1.

"**Assignment and Assumption Agreements**" has the meaning set forth in Section 3.2(d).

"**Assignments of Membership Interest**" has the meaning set forth in Section 3.2(e).

"**Assumed Contracts**" shall have the meaning set forth in Section 2.1(l).

"**Assumed Liabilities**" shall have the meaning set forth in Section 2.3.

"**Assumed Current Liabilities**" means the Assumed Liabilities that constitute current liabilities under GAAP that Buyer is assuming pursuant to Section 2.3.

"**Assumed PTO**" has the meaning set forth in Section 2.3(c).

"**Audit Firm**" shall have the meaning set forth in Section 2.6(c).

"**Balance Sheet Date**" shall have the meaning set forth in Section 4.4(a).

"**Basket**" shall have the meaning set forth in Section 7.7(b).

"BC Board" shall have the meaning set forth in Section 10.4(a).

"BC Organizational Documents" shall have the meaning set forth in Section 10.4.

"**Benefit Plans**" shall mean all "employee benefit plans" as defined in Section 3(3) of ERISA, all specified fringe benefit plans as defined in Section 6039D of the IRC, and all other pension, profit sharing, stock bonus, stock option, deferred compensation, or other retirement plans; welfare benefit plans, including group health and group insurance plans; cafeteria, flexible benefit or tuition assistance plans; executive compensation, bonus, or incentive plans; severance plans; salary continuation plans, programs, or arrangements; vacation, holiday, sick-leave, paid-time-off, or other employee compensation plans, procedures, programs, payroll practices, policies, agreements, commitments, contracts, or understandings; or any annuity contracts, custodial agreements, trusts, escrows or other funding arrangements related thereto, whether oral or written, qualified or nonqualified, funded or unfunded, and all employment agreements, programs, policies or other arrangements (i) that are currently, or have been within the past six (6) years, sponsored, maintained or contributed to by Seller or any ERISA Affiliate; (ii) with respect to which Seller or any ERISA Affiliate has any liability or obligation to any current or former officer, employee or service provider, or the dependents of any thereof; or (iii) which could result in the imposition of liability or any obligation of any kind or nature, whether accrued, absolute, contingent, direct, indirect, perfected or inchoate or otherwise, and whether or not now due or to become due to Seller or any ERISA Affiliate.

"Big Sky" has the meaning set forth in the Recitals.

"**Billings Clinic**" has the meaning set forth in the Preamble.

"**Bill of Sale**" shall have the meaning set forth in Section 3.2(c).

"**Board of Managers**" shall have the meaning set forth in Section 10.2.

"**Board of Trustees**" shall have the meaning set forth in Section 10.3.

"Bond Payoff Amount" shall mean cash or otherwise immediately available funds in an amount, together with the Reserve Funds, sufficient to pay the principal of, premium, if any, and interest on the Bonds on the applicable calls dates.

"Bonds" shall mean any and all bonds outstanding and issued by, on behalf of, or for the benefit of Seller or the Hospital, including without limitation the bonds, if any, that are issued and outstanding in connection with the following: (i) Montana Facility Finance Authority Health Care Facilities Revenue Bonds (Master Loan Program - Community Medical Center, Inc. Project, Missoula, Montana), Series 2010D Bonds and Series 2010E Bonds, and (ii) Montana Facility Finance Authority Health Facilities Revenue Note Series 2010B.

"**Business**" means all healthcare and healthcare related business operations and services provided by Seller at or associated with the Seller Facilities and the Controlled Joint Venture Facilities.

"**Buyer**" has the meaning set forth in the Preamble.

"**Buyer's Benefit Plans**" shall have the meaning set forth in Section 10.1(b).

"**Buyer Indemnified Parties**" shall have the meaning set forth in Section 7.1(a).

"**Buyer Governing Documents**" shall have the meaning set forth in Section 10.2.

"**Buyer Parent**" has the meaning set forth in the Preamble.

"**Certificate of Need**" shall mean a written statement issued by the Department of Health or other applicable state agency evidencing community need for a new, converted, expanded or otherwise significantly modified health care facility, health service or hospice.

"**Change of Control**" shall mean a transaction or series of related transactions in which (i) a person, or a group of related persons, acquires from members of Buyer, Buyer Parent or RCHP-Montana interests representing more than fifty percent (50%) of the outstanding voting power of any of Buyer, Buyer Parent or RCHP-Montana, (ii) all or substantially all of the assets of the Business are sold, conveyed or otherwise transferred, or (iii) a merger or other form of transfer or change of control is effected.

"**Closing**" shall have the meaning set forth in Section 3.1.

"**Closing Date**" shall have the meaning set forth in Section 3.1.

"**CMC Appointee**" shall have the meaning set forth in Section 10.4(a).

"**COBRA**" shall mean Title I, Part 6, of ERISA.

"**Collective Bargaining Agreements**" shall have the meaning set forth in Section 4.13(d).

"**Condominium Property**" shall have the meaning set forth in Section 6.20.

"**Confidential Information**" shall have the meaning set forth in Section 13.8.

"**Contracts**" shall have the meaning set forth in Section 4.18.

"**Control**" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract or otherwise.

"**Controlled Joint Venture Facilities**" has the meaning set forth in the Recitals.

"**Controlled Joint Ventures**" shall have the meaning set forth in the Recitals.

"**Controlled Joint Venture Real Property**" means all of the real property owned or leased by the Controlled Joint Ventures and used by the Controlled Joint Ventures in connection with the operation of the Joint Venture Facilities.

"**Corrected Schedules**" shall have the meaning set forth in Section 13.1.

"**Cost Reports**" has the meaning set forth in Section 2.2(j).

[CONFIDENTIAL]

"**Damages**" shall have the meaning set forth in Section 7.1(a).

"**DEA Power of Attorney**" shall have the meaning set forth in Section 3.2(n).

"**Declaration of Easements**" shall have the meaning set forth in Section 6.20(b).

"**Department of Health**" shall mean the Montana Department of Public Health and Human Services.

"**Disputed Items**" shall have the meaning set forth in Section 2.6(c).

"**Effective Date**" shall have the meaning set forth in Section 3.1.

"**Effective Time**" shall have the meaning set forth in Section 3.1.

"**Employee**" means individuals rendering personal services to Seller with respect to the Business as employees or leased employees as defined in IRC Section 414(n) and the regulations promulgated pursuant thereto.

"**Environmental Claim**" means any claim, action, cause of action, investigation or written notice by any Person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or release into the environment, of any Material of Environmental Concern at any location, whether or not owned or operated by a Seller Party; or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"**Environmental Laws**" means the federal, state (including specifically, but not by way of limitation, the State of Montana), and local environmental or health laws, regulations, ordinances, rules and policies and common law in effect on the date hereof and the Closing Date relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation or disposal, emissions, discharges, any Release or threatened Release of Materials of Environmental Concern, or otherwise relating to protection of the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), as the same may be amended or modified to the date hereof and the Closing Date, including, without limitation, the statutes listed below and any similar state or local laws:

(a) Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq.;

(b) Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq.;

(c) Federal Clean Air Act, 42 U.S.C. Section 7401, et seq.;

(d) Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1251, et seq.;

(e) Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136, et seq.;

(f) Federal Hazardous Materials Transportation Act, 48 U.S.C. Section 1801, et seq.;

(g) Federal Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; and

(h) Federal Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.

(i) Occupational Safety & Health Act, 29 U.S.C. Section 600, et seq.

"**ERISA**" shall mean, collectively, the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" shall mean (a) any related company or trade or business that is required to be aggregated with Seller under IRC Sections 414(b), (c), (m) or (o), (b) any other company, entity or trade or business that has adopted or has ever participated in any Benefit Plan and (c) any predecessor or successor company (other than Buyer or its Affiliates) or trade or business of Seller or any entity described in phrases (a) and (b) of this definition.

"Essential Services" shall have the meaning set forth in Section 10.14.

"**Estimated Loss**" shall have the meaning set forth in Section 6.4.

"**Estimated Hospital Working Capital**" shall have the meaning set forth in Section 2.5(a).

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Contracts**" has the meaning set forth in Section 2.2(k).

"**Excluded Joint Venture**" has the meaning set forth in Section 2.10.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Existing Tenant Improvement Obligations**" means material tenant improvement expenses (including all hard and soft construction costs, whether payable to the contractor or tenant) and material tenant allowances which are the obligation of the landlord under any Tenant Lease.

[CONFIDENTIAL]

"**Fixtures**" shall mean all equipment, machinery, fixtures, and other items of property, including all components thereof, now and hereafter permanently affixed to or incorporated into the Owned Real Property, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating,

plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, all of which to the greatest extent permitted by law, are hereby deemed by the parties hereto to constitute real estate, together with all replacements, modifications, alterations and additions thereto.

"**FTC**" shall mean the Federal Trade Commission.

"**FTC Red Flag Rules**" shall mean the regulations set forth in 16 C.F.R. Part 681.

"**GAAP**" shall mean generally accepted accounting principles as adopted in the United States and consistently applied.

"**Governmental Entity**" shall mean any federal, state, city, local or foreign government or any court, authority, department, bureau, council, tribunal, administrative, arbitrative or regulatory agency or commission or other governmental authority or agency.

"**Government Receivables**" has the meaning set forth in Section 2.1(g).

"**Government Reimbursement Programs**" shall mean Medicare, Medicaid, and similar or successor programs with or for the benefit of Governmental Entities.

"**Hazardous Substances**" means any toxic or hazardous waste, pollutants or substances, including without limitation asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substance," "toxic substance," "toxic pollutant," or similarly identified substance or mixture, in or pursuant to any Environmental Law.

"**Health Care Laws**" shall mean (a) Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended (the "Stark Law"), 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA and all applicable implementing regulations, rules, ordinances, judgments, and orders; and (b) all state and local statutes, regulations, rules, ordinances, judgments, and orders pertaining to the licensure and operation of hospitals and the Business, including any corresponding Montana state statutes and applicable implementing regulations that address the subject matter of the federal laws identified in clause (a), and including, without limitation, Montana Code Annotated Titles 50, 52, and 53 and Administrative Rules of Montana Chapters 37.10, 37.12, 37.79, 37.85, 37.104, and 37.106.

"**Healthcare Providers**" means Physicians or other healthcare providers that provide healthcare services reimbursable by any federal or private healthcare plans, or entities in which Physicians or other healthcare providers are equity owners.

"**HHS**" shall mean the United States Department of Health and Human Services.

"**Hill-Burton Act**" shall mean The Hospital Survey and Construction Act, 42 U.S.C. Section 291(i).

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and its implementing regulations.

"**Hospital**" has the meaning set forth in Recitals.

"Hospital CEO" shall have the meaning set forth in Section 10.3.

"**Hospital Working Capital**" means an amount equal to the value of Acquired Current Assets minus the value of Assumed Current Liabilities.

"**Indebtedness**" shall mean (a) all obligations of Seller for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of Seller evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of Seller under conditional sale or other title retention agreements relating to property acquired by Seller, (d) all obligations of Seller in respect of the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business), (e) all Indebtedness of Seller under interest rate swap, hedging or similar agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by Seller, whether or not the Indebtedness secured thereby has been assumed, (g) all guarantees of Seller of Indebtedness of others, (h) all obligations of Seller under capital leases, (i) all obligations, contingent or otherwise, of Seller as an account party in respect of letters of credit and letters of guaranty and (j) all obligations, contingent or otherwise, of Seller in respect of bankers' acceptances.

"**Information Privacy or Security Laws**" means HIPAA and regulations promulgated under HIPAA and related state or federal statutes and any other state or federal laws concerning the privacy and/or security of Personal Information, including but not limited to state data breach notification laws, state health information privacy and security laws, the FTC Act, the FTC Red Flag Rules and state consumer protection laws, state privacy laws, or the related laws of any Governmental Entity that may have jurisdiction over Personal Information or the media in which Personal Information is stored or through which it is transmitted.

"**Intellectual Property**" shall mean all names, trade names, trademarks and service marks (or variations thereof) associated primarily with the Hospital, all goodwill associated therewith, and all applications and registrations associated therewith and all patents, trade secrets, copyrights, software, computer programs, domain names, and other intellectual property rights primarily used in or associated with the Hospital.

"**IRC**" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"**IRS**" shall mean the Internal Revenue Service.

"**Joint Commission**" shall mean The Joint Commission, an accrediting agency for healthcare organizations.

"**Joint Venture Facilities**" has the meaning set forth in the Recitals.

"**Joint Ventures**" has the meaning set forth in the Recitals.

"Knowledge of Seller" or any variant thereof shall, when qualifying any representation, warranty or other statement in this Agreement, mean and refer to: (i) all matters with respect to which Seller has received written notice; or (ii) the actual knowledge of the persons serving as Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Nursing Officer, and Chief Compliance Officer of Seller, provided that such individuals shall be obligated to make due inquiry of any of Seller's employees or agents who, by the nature of their responsibilities to Seller, are likely to have personal knowledge of the subject matter of the particular representation, warranty or other statement.

"**Law**" or "**Laws**" shall mean all federal, state, local or foreign laws (including common law), codes, statutes, ordinances, orders, judgments, arbitration awards, decrees, administrative or judicial promulgations, injunctions, Approvals, rules, regulations, permits, certificates, licenses and authorizations, requirements or guidelines of any Governmental Entity.

"**Leased Real Property**" has the meaning set forth in Section 2.1(b).

"License Agreements" shall have the meaning set forth in Section 10.5.

"**Licensed Intellectual Property**" shall have the meaning set forth in Section 4.28(b).

"**LTI**" shall have the meaning set forth in Section 2.3(c).

"**Material Adverse Change**" shall mean an event, change or circumstance which, individually or together with any other event, change or circumstance, would be reasonably expected to have a material adverse effect, either individually or in the aggregate, on the business, assets, liabilities, financial condition or results of operations of the Business whether such effect would be realized before or after the Closing; provided, however, that a Material Adverse Change shall not be deemed to result from: (i) changes in financial or operating performance due to or caused by the announcement of the transactions herein contemplated or seasonal changes; (ii) changes or proposed changes to any law or regulation, reimbursement rates or policies of governmental agencies or bodies that are generally applicable to hospitals or health care facilities; (iii) requirements, reimbursement rates, policies or procedures of third party payors or accreditation commissions or organizations that are generally applicable to hospitals or health care facilities; (iv) general business, industry or economic conditions, including such conditions related to the Business; (v) local, regional, national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (vi) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); or (vii) changes in GAAP.

"**Materials of Environmental Concern**" shall mean chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products, including Hazardous Substances.

"**Meaningful Use**" means compliance with the standards set forth in 45 C.F.R. Sec. 170 et seq. pursuant to the American Recovery and Reinvestment Act of 2009, as interpreted by the Centers for Medicare and Medicaid Services promoting the use of, inter alia, electronic health record technology.

"**Medical Waste**" means any medical waste, including, but not limited to, (a) pathological waste, (b) blood, (c) sharps, (d) wastes from surgery or autopsy, (e) dialysis waste, including contaminated disposable equipment and supplies, (f) cultures and stocks of infectious agents and associated biological agents, (g) contaminated animals, (h) isolation wastes, (i) contaminated equipment, (j) laboratory waste and (k) various other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals. "Medical Waste" also shall mean any substance,

pollutant, material or contaminant listed or regulated as "Medical Waste," "Infectious Waste," or other similar terms by federal, state, regional, Seller, municipal or other local laws, regulations and ordinances insofar as they purport to regulate Medical Waste or impose requirements relating to Medical Waste and includes "Regulated Waste" governed by the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*

"**MHA**" has the meaning set forth in the Recitals.

"**Minority Joint Venture Business**" means all healthcare and healthcare related business operations and services provided by the Minority Joint Ventures at or associated with the Minority Joint Venture Facilities.

"**Minority Joint Venture Facilities**" has the meaning set forth in the Recitals.

"**Minority Joint Venture Financial Statements**" has the meaning set forth in Section 4.4.

"**Minority Joint Ventures**" shall have the meaning set forth in the Recitals.

"**Montana Heart**" shall have the meaning set forth in the Recitals.

"**MTAG**" shall have the meaning set forth in Section 6.7.

"**Name Amendment**" shall have the meaning set forth in Section 11.3.

"**Non-Competition Agreement**" shall have the meaning set forth in Section 3.2(k).

"**Non-Third-Party Matter**" shall have the meaning set forth in Section 7.4.

"**Non-Third-Party Claims Notice**" shall have the meaning set forth in Section 7.4.

"**Notice**" shall have the meaning set forth in Section 10.9(a).

"**NSPS**" shall mean the National Society of Professional Surveyors.

"**Objection**" shall have the meaning set forth in Section 2.6(c).

"**Offerees**" shall have the meaning set forth in Section 10.1(a).

"OIG" shall have the meaning set forth in Section 4.14.

"**Owned Intellectual Property**" has the meaning set forth in Section 2.1(n).

"**Owned Real Property**" has the meaning set forth in Section 2.1(a).

"**PCBs**" shall mean polychlorinated biphenyls.

"**Permitted Encumbrances**" has the meaning set forth in Section 4.11.

"**Person**" shall mean an individual, a sole proprietorship, a partnership, a corporation, an association, an institution, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, business, or a Governmental Entity or department, agency, or political subdivision thereof, or any other legal entity.

"**Personal Information**" means any information with respect to which there is a reasonable basis to believe that the information could be used to identify an individual either on its own, or in combination with publicly available information or information another has or might reasonably obtain, including without limitation "individually identifiable health information" as defined in 45 C.F.R. 160.103, demographic information, and social security numbers.

"**Physician**" shall mean a physician duly licensed in Montana and, without limitation, any individual described in the definition of "Physician" found at 42 C.F.R. Section 411.351.

"**Physician Recruitment Plan**" shall have the meaning set forth in Section 10.13.

"**Pre-Closing Tax Period**" shall have the meaning set forth in Section 11.6(b).

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"**Providing Party**" shall have the meaning set forth in Section 13.8.

"**Purchase Price**" shall have the meaning set forth in Section 2.5(a).

"**Radiation Oncology JV**" shall mean a to be formed joint venture between Hospital and Billings Clinic.

"**RCHP-Montana**" has the meaning set forth in the Preamble.

"**Real Property**" has the meaning set forth in Section 2.1(b).

"**Receiving Party**" shall have the meaning set forth in Section 13.8.

"**Reference Working Capital Position**" shall have the meaning set forth in Section 2.5(a).

"**RegionalCare**" has the meaning set forth in the Preamble.

"**Release**" shall mean any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration in the indoor or outdoor environment, including the movement of Materials of Environmental Concern through the air, soil, surface water, groundwater or property.

"**Reserve Funds**" shall mean any reserve or sinking funds maintained by or for the benefit of Seller or the Hospital in connection with the Bonds.

"**Routine CapEx Commitment**" has the meaning set forth in Section 10.11.

"**Sanctioned Person**" shall have the meaning set forth in Section 6.16.

"**Seller**" has the meaning set forth in the Preamble.

"**Seller Facilities**" has the meaning set forth in the Recitals.

"**Seller Financial Statements**" has the meaning set forth in Section 4.4.

"**Seller Indemnified Parties**" has the meaning set forth in Section 7.2(a).

"**Seller Leases**" has the meaning set forth in Section 2.1(b).

"**Seller Parties**" and "**Seller Party**" have the meaning set forth in the Recitals.

"**State Health Agency**" shall have the meaning set forth in Section 4.6.

"**Statement**" shall mean the Statement of Financial Accounting Standards No. 87 prepared by the Financial Accounting Standards Board.

"**Straddle Period**" shall have the meaning set forth in Section 11.6(c).

"**Strategic Initiatives Commitment**" shall have the meaning set forth in Section 10.12.

"**Survey**" or "**Surveys**" shall have the meaning set forth in Section 6.5.

"**Survey Costs**" shall have the meaning set forth in Section 6.5.

"**Survival Period**" shall have the meaning set forth in Section 13.18.

"**Taxes**" or "**Tax**" shall mean all taxes, fees, levies or other assessments, however denominated, including any interest, penalties or other additions to taxes that may become payable in respect thereof, imposed by any federal, territorial, tribal, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and state income taxes), unrelated business income taxes, payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, ad valorem taxes, excise taxes, taxes under IRC Section 4958, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation, alternative or add-on minimum estimated or other taxes, levies or assessments for unclaimed property under applicable escheat or unclaimed property laws and other obligations having the same nature or a nature similar to any of the foregoing.

"**Tax Authority**" shall mean any Governmental Entity administering Taxes.

"**Tax Return**" or "**Tax Returns**" shall mean any report, return, declaration, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

"**Tax Return Package**" shall have the meaning set forth in Section 11.6(a).

"**Tenant Estoppel**" shall have the meaning set forth in Section 6.17.

"**Tenant Estoppel Threshold**" shall have the meaning set forth in Section 6.17.

"**Tenant Leases**" shall have the meaning set forth in Section 2.1(k).

"**Third-Party Claims Notice**" shall have the meaning set forth in Section 7.3(a).

"**Third-Party Matter**" shall have the meaning set forth in Section 7.3(a).

"**Third Party Payor**" shall mean any entity whether private or government-owned or operated (including, but not limited to, the Government Reimbursement Programs, any entity authorized to provide health insurance (or property, casualty, or life insurance covering health benefits) in Montana), any health maintenance organization, or any employer authorized under law to self-insure its workers' compensation risk that pays for or reimburses at least some of the health care expenses of its beneficiaries

"**Title Company**" has the meaning set forth in Section 6.5.

"**Title Commitments**" shall have the meaning set forth in Section 6.5.

"**Title Objections**" shall have the meaning set forth in Section 6.5.

"**Total Recruitment Obligation**" shall have the meaning set forth in Section 10.13.

"**Updated Schedules**" shall have the meaning set forth in Section 13.1.

"**WARN Act**" shall mean the Worker Adjustment and Retraining Notification Act, and any comparable state law or regulation.

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ARTICLE II
PURCHASE OF ASSETS

2.1 Sale of Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, all of the assets that are owned by Seller and used in connection with the operation of the Seller Facilities, other than the Excluded Assets (as hereinafter defined) (the "**Assets**"), including, without limitation, the following:

(a) all real property owned by Seller and used in connection with the operation of the Seller Facilities, as more specifically described in Schedule 2.1(a), together with all buildings, improvements and Fixtures located thereupon, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public streets), all mineral and water rights, all architectural plans or design specifications relating to the pending development thereof and all construction in progress (collectively, the "**Owned Real Property**"), such Schedule 2.1(a) to include a description for each such parcel of Owned Real Property consistent with the deed vesting ownership of such Owned Real Property in Seller;

(b) all leasehold interests of Seller in the real property more particularly described on Schedule 2.1(b)(i) (or other occupancy right) in favor of Seller, as tenant, lessee, sublessee, or licensee and held or used in or ancillary to the operation of the Business (collectively, the "**Leased Real Property**"; the Owned Real Property and the Leased Real Property being sometimes referred to herein collectively as the "**Real Property**") and all of Seller's rights and interests in, to and under those lease agreements pursuant to which Seller, as tenant, lessee or sublessee, is leasing all or some portion of the Leased Real Property, including those lease agreements set forth on Schedule 2.1(b)(ii) (collectively, the "**Seller Leases**");

(c) all tangible personal property, including, without limitation, all major, minor or other equipment, vehicles, furniture, machinery, office furnishings and instruments, the current list of such items that are depreciable under Seller's current policies is set forth on Schedule 2.1(c) hereto, all of such personal property is located at one of the Seller Facilities unless noted on Schedule 2.1(c);

(d) all supplies, drugs, inventory and other disposables and consumables existing on the Closing Date and located at any of the Seller Facilities or owned by Seller for use in connection with the Business;

(e) all deposits, prepaid expenses and escrows, which shall be included as Acquired Current Assets in the Hospital Working Capital, claims for refunds (excluding Taxes) in connection with the Seller Facilities or the Assets (including, without limitation, rebates from vendors received subsequent to the Closing that exist as of the Closing Date, excluding the settlement amounts described in Section 2.2(j)) which exist as of the Closing;

(f) all notes receivable, accounts receivable and other rights of Seller to receive payment for goods and services (other than the Government Receivables) provided by Seller in connection with the Business, billed and unbilled, recorded or unrecorded, including amounts charged off as bad debt and/or submitted to collection agencies or otherwise, pertaining to services rendered through prior to Effective Time, and all notes receivable from patients and notes receivable from physicians, as more specifically described on Schedule 2.1(f) hereto;

(g) all rights of Seller to receive funds swept from the lockbox accounts described in Section 2.9, which are attributable to the accounts receivable arising from the rendering of services to patients at the Seller Facilities, billed and unbilled, recorded or unrecorded, accrued and existing in respect of services rendered prior to the Effective Time which by law may not be assigned (excluding the settlement amounts described in Section 2.2(j)) (the "**Government Receivables**");

(h) all notes receivable, accounts receivable and other rights of Seller to receive payment unrelated to patient care;

(i) except as set forth in Section 2.2(f), all claims, causes of action and judgments in favor of Seller relating to repair of the Assets, all insurance proceeds due to Buyer under Section 6.4, and, to the extent assignable and all warranties (express or implied);

(j) to the extent assignable or transferable, all financial, patient, medical staff, personnel and other records relating to the Business or the Assets, including, without limitation, all accounts receivable records, equipment records, medical and administrative libraries, medical records, patient billing records, documents, construction plans and specifications, catalogs, books, records, files, operating manuals and current personnel records;

(k) to the extent assignable and transferable all of Seller's rights and interests in, to and under those lease agreements pursuant to which Seller, as landlord, lessor, sublessor or licensor has leased, subleased or otherwise granted a right to occupy to a third party, as tenant, all or some portion of the Owned Real Property or the Leased Real Property, including those lease agreements set forth on Schedule 2.1(k) (collectively, the "**Tenant Leases**");

(l) to the extent assignable and transferable, all of Seller's rights and interests in, to and under: (i) the contracts, commitments, leases and agreements listed on Schedule 2.1(l) as such schedule is updated or corrected prior to Closing in accordance with Section 13.1 below and (ii) any other contracts commitments, leases and agreements of Seller which are not listed on Schedule 2.1(l), only to

the extent such other contracts, commitments, leases and agreements (A) are not required to be listed on Schedule 4.18 hereto or (B) Excluded Contracts listed on Schedule 2.2(k) (collectively, the "**Assumed Contracts**");

(m) to the extent assignable or transferable, all licenses, Certificates of Need, Exemption Certificates, provider agreements, provider numbers, franchises, accreditations, registrations and other licenses and permits relating to the ownership, development, and operation of the Seller Facilities (including, without limitation, any pending approvals set forth on Schedule 2.1(m));

(n) all rights and interest in the name "Community Medical Center" and all patents, trade names, domain names, copyrights, software, computer programs, trade secrets, trademarks, service marks and other intellectual property rights owned by Seller and used in the operation of the Business or any of the Assets, all goodwill associated therewith, and all applications and registrations associated therewith (the "**Owned Intellectual Property**");

(o) all goodwill associated with the operation of the Business and the Assets;

(p) to the extent assignable and transferable, all stock, membership interests and other voting and non-voting interests in the Joint Ventures set forth on Schedule 2.1(p) hereto;

(q) all other assets, other than the Excluded Assets, of every kind, character or description used or held for use primarily in the operation of the Business, whether or not reflected on the Seller Financial Statements, wherever located and whether or not similar to the items specifically set forth above, and all other interests owned by Seller in connection with the Business or the Assets, to the extent assignable and transferable; and

(r) all property of the foregoing types arising or acquired by Seller between the date hereof and the Effective Time.

2.2 Excluded Assets. Those assets of Seller described below, shall be retained by Seller (collectively, the "**Excluded Assets**"), and shall not be conveyed to Buyer.

(a) cash, short-term investments and cash equivalents (including donor restricted funds) including the Reserve Funds;

(b) long-term investments;

(c) assets whose use is limited or restricted;

(d) all prepaid Taxes;

(e) all rights (including any reserves or prepaid expenses) related to Excluded Assets or Excluded Liabilities;

(f) except as set forth in Section 2.1(i), all claims, causes of action and judgments in favor of Seller;

(g) except as set forth in Section 2.1(i), all insurance policies, insurance claims and insurance proceeds arising in connection with the operation of the Seller Facilities or the Assets prior to the Closing and all insurance policies, insurance claims and insurances proceeds arising in connection with the Excluded Assets and Excluded Liabilities;

(h) the corporate record books, minute books and Tax records of Seller;

(i) all incentive payments (including the right to receive such payments in the future) for the use of certified electronic health record technology earned, accrued, or paid with respect to Meaningful Use attested before Closing for periods prior to the Effective Time and such items set forth on Schedule 2.2(i);

(j) all amounts payable to Seller in respect of third party payors pursuant to retrospective settlements (including, without limitation, pursuant to any Government Reimbursement Program cost report filed or to be filed by Seller for periods ending on or prior to the Closing Date) ("**Cost Reports**") and all appeals and appeal rights relating to such settlements, including recapture of depreciation and other cost report settlements, for periods ending on or prior to the Closing Date;

(k) this Agreement and those contracts listed on Schedule 2.2(k) (the "**Excluded Contracts**");

(l) all records relating to the Excluded Assets, the Excluded Liabilities and all other records which by law Seller is required to maintain in its possession;

(m) all Tax overpayments and Tax refunds; and

(n) any other assets set forth on Schedule 2.2(n).

2.3 Assumed Liabilities. In connection with the conveyance of the Assets to Buyer, Buyer agrees to assume, as of the Effective Time, the payment and performance of the following liabilities of Seller other than the Excluded Liabilities (the "**Assumed Liabilities**"):

(a) all obligations accruing, arising or to be performed after the Effective Time with respect to the Assumed Contracts, the Tenant Leases and the Seller Leases;

(b) all accounts payable, construction payable, accrued payroll and other current liabilities consistent with historical practices of Seller, but only to the extent such liabilities are amounts which are current liabilities under GAAP (all of which are explicitly included in Hospital Working Capital);

(c) all obligations and liabilities as of the Effective Time in respect of the following employee benefits and the related Taxes not yet due and payable: (i) accrued vacation, sick time and paid time off benefits of the Employees at the Seller Facilities who commence employment with Buyer as of the Effective Time, but only to the extent such liabilities are current liabilities under GAAP (all of which are explicitly included in Hospital Working Capital) (the "**Assumed PTO**"), (ii) Seller's contingent liability to pay unused long term illness benefits to certain eligible employees upon severance or separation, pursuant to Policy AD5040 (which policy Buyer will have no obligation to continue following the Closing) (the "**LTI**"), the current balance of which is set forth on Schedule 2.3(c)(ii), and (iii) employee benefit obligations under the Collective Bargaining Agreements accrued prior to the Effective Time, the current balance of such benefits is set forth on Schedule 2.3(c)(iii); and

(d) any other liability set forth on Schedule 2.3(d).

2.4 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume and under no circumstances shall Buyer be obligated to pay, discharge or assume, and none of the assets of Buyer shall be or become liable for or subject to, any liability, indebtedness, commitment or obligation of

Seller, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise (collectively, the "**Excluded Liabilities**"), including, without limitation, the following:

(a) any Indebtedness;

(b) claims or potential claims for medical malpractice or general liability to the extent arising out of events which have occurred prior to the Effective Time;

(c) those claims and obligations (if any) specified in Schedule 2.4(c) hereto;

(d) any liabilities or obligations to the extent arising out of any of the Excluded Assets;

(e) liabilities and obligations in respect of periods ending on or prior to the Closing Date arising under the terms of any Government Reimbursement Program, Blue Cross or other third party payor programs to the extent not included in Hospital Working Capital, including, without limitation, in respect of any Cost Report or audit under Medicare's RAC Program;

(f) except as set forth in Section 11.6 of this Agreement, federal, state or local Tax liabilities or obligations in respect of periods ending on or prior to the Closing Date, including, without limitation, any income tax, franchise tax, real or personal property tax, tax recapture, sales and/or use tax, payroll tax, employment tax, unclaimed property obligation and any state and local recording fees and taxes, excluding (i) any Taxes payable with respect to any liabilities or obligations included in Assumed Liabilities under Section 2.3 hereof, and (ii) any Tax liabilities or obligations payable by a Joint Venture;

(g) liability for any and all claims by or on behalf of current or former employees to the extent arising out of acts, omissions, events or occurrences prior to the Effective Time for any pension, profit sharing, deferred compensation, or health and welfare benefit plans, liability for any EEOC claim, ADA claim, Family and Medical Leave Act claim, wage and hour claim, unemployment compensation claim, or workers' compensation claim, and any liabilities or obligations under COBRA, the Public Health Service Act or similar state laws for qualifying events occurring prior to the Effective Time (provided, however, that this clause (g) shall not apply to those benefits constituting Assumed Liabilities and identified in Section 2.3 hereof);

(h) any obligations or liabilities accruing or to the extent arising out of any federal, state or local investigations of, or claims or actions against, (i) Seller or the Hospital with respect to acts or omissions prior to the Effective Time or (ii) Seller's employees, medical staff, agents, vendors or representatives with respect to acts or omissions occurring prior to the Effective Time, including but not limited to, RAC or ZPIC audits;

(i) any civil or criminal obligation or liability accruing or to the extent arising out of any acts or omissions of Seller or its respective directors, officers, employees, medical staff, agents, vendors or representatives claimed to violate any Law prior to the Effective Time;

(j) liabilities or obligations to the extent arising out of any breach by Seller prior to the Effective Time of any Assumed Contract, Tenant Lease or Seller Lease;

(k) any financial or repayment obligation or liability asserted under the federal Hill-Burton program or other restricted grant and loan programs with respect to the ownership or operation of the Business, the Seller Facilities or the Assets;

(l) except as provided in Section 2.3(c), any obligations or liabilities with respect to any Benefit Plans or other benefits described in Section 4.13; any other obligations or liabilities of Seller or any ERISA Affiliate arising under or in connection with ERISA or the IRC; and any incurred (through the Effective Time) but not paid (regardless of whether reported) medical and dental claims made pursuant to any Benefit Plan;

(m) any Environmental Claim or other obligation or liability arising under any Environmental Law to the extent arising out of acts or omissions of the Seller Parties which occurred prior to the Effective Time;

(n) any liabilities or obligations associated with or arising out of Seller's receipt of, or attestation for, any incentive payments for the use of certified electronic health record technology earned, accrued, or paid with respect to Meaningful Use for periods prior to the Effective Time;

(o) any liabilities or obligations related to Missoula Sleep Medicine, LLC and Seller's interest therein;

(p) any liabilities or obligations related to any disclosures made by Seller pursuant to Section 6.19 of this Agreement;

(q) any liabilities or obligations related to any lawsuits, claims, actions, suits, investigations or legal proceedings known or unknown, including but not limited to those set forth on Schedule 4.14; and

(r) any other liability, whether accrued, absolute, fixed, contingent, liquidated, unliquidated, recorded, unrecorded, known, unknown or otherwise, relating to or arising out of the ownership, operation or use of the Business or any of the Assets prior to the Effective Time.

In addition, while not included within the definition of Excluded Liabilities, the parties hereto acknowledge and agree Buyer will not on account of this Agreement assume or be obligated to pay, discharge or assume any liability, indebtedness, commitment or obligation of any of the Joint Ventures, whether known or unknown, fixed or contingent, recorded or unrecorded, currently existing or hereafter arising or otherwise.

2.5 Consideration.

(a) Subject to the terms and conditions hereof and in reliance upon the representations and warranties of Seller set forth herein, as consideration for the conveyance and transfer of the Assets, Buyer shall: (i) pay to Seller an amount equal to (A) Sixty-Seven Million Four Hundred Thousand Dollars ($67,400,000), which shall include an amount equal to Ten Million Six Hundred Thousand Dollars ($10,600,000) (the "**Reference Working Capital Position**"), plus or minus (B) an amount equal to the difference between the Hospital Working Capital as of the Closing Date (the "**Estimated Hospital Working Capital**") and the Reference Working Capital Position, as determined pursuant to Section 2.6 (as so adjusted, the "**Purchase Price**"), and (ii) assume as of the Effective Time the Assumed Liabilities.

(b) In the event that the Radiation Oncology JV is not formed prior to Closing pursuant to an operating agreement for such Radiation Oncology JV executed by Hospital and Billings Clinic, the Purchase Price will be increased by an amount equal to the greater of (A) twenty-five percent (25%) of the Hospital's costs in establishing such radiation oncology program as determined in the

manner described on Schedule 2.5(b) and (B) twenty-five percent (25%) of the fair market value of such radiation oncology program as determined by an appraiser acceptable to the Hospital and Buyer.

(c) In the event that a Joint Venture (other than Big Sky) becomes an Excluded Joint Venture pursuant to Section 2.10 below, the Purchase Price shall be reduced by the amount set forth on Schedule 2.5(c) with respect to each such Excluded Joint Venture.

(d) At Closing, Buyer shall contribute Five Hundred Thousand Dollars ($500,000) to the University of Montana to support research and/or medical education efforts identified by, and associated with, the post-closing activities of Seller.

2.6 Determination of Purchase Price; Hospital Working Capital Adjustment.

(a) For purposes of determining the amount of cash or otherwise immediately available funds to be delivered by Buyer at the Closing in accordance with Section 2.5, not later than five (5) business days prior to the Closing Date, Seller shall deliver to Buyer its good faith estimate of the amount of the Estimated Hospital Working Capital, together with supporting documentation of reasonable specificity.

(b) Within 180 days of the Closing Date, Buyer shall prepare, or cause to be prepared, and deliver to Seller a statement (the "**Actual Hospital Working Capital Statement**") setting forth an itemized calculation of the Hospital Working Capital as of the Effective Time (the "**Actual Hospital Working Capital**"), together with supporting documentation of reasonable specificity for such calculations.

(c) Seller and its accountants shall have sixty (60) days to review the Actual Hospital Working Capital Statement after their receipt thereof, and Buyer shall provide Seller reasonable access to the work papers of Buyer and its accountants used in preparing the Actual Hospital Working Capital Statement. If Seller disputes the accuracy of the Actual Hospital Working Capital Statement, Seller shall inform Buyer in writing (an "**Objection**") setting forth a specific description of the basis of the Objection, which Objection must be delivered to Buyer on or before the last day of such sixty (60)-day period. Buyer and Seller shall then have thirty (30) additional days to attempt in good faith to reach an agreement with respect to any disputed matters in respect of the Actual Hospital Working Capital. In reviewing any Objection, Buyer and its accountants shall have reasonable access to the work papers of Seller and its accountants. If Buyer and Seller are unable to resolve all of their disagreements with respect to the determination of the foregoing items within said thirty (30)-day period, they shall submit the remaining items subject to dispute (the "**Disputed Items**") to PricewaterhouseCoopers LLP, KPMG LLP or Deloitte LLP, as mutually agreed upon by Seller and Buyer (the "**Audit Firm**"). The Audit Firm shall determine in accordance with this Agreement, and only with respect to the Disputed Items, whether and to what extent, if any, the Actual Hospital Working Capital Statement requires adjustment. Buyer and Seller shall direct the Audit Firm to use all reasonable efforts to render its determination within thirty (30) days after such submission. The Audit Firm's determination of the Actual Hospital Working Capital shall be conclusive and binding upon the parties. The fees and disbursements of the Audit Firm in rendering its determination shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Buyer. Buyer and Seller shall make readily available to the Audit Firm all relevant books and records and any work papers (including those of the parties' respective accountants) relating to the Actual Hospital Working Capital Statement and all other items reasonably requested by the Audit Firm. The Actual Hospital Working Capital shall be deemed to be: (i) the amount of Hospital Working Capital as stated in the Actual Hospital Working Capital Statement if no Objection is delivered by Seller during the thirty (30)-day period specified above; or (ii) if an Objection is so delivered by Seller, the amount of the Actual Hospital Working Capital as determined by either: (A) the agreement of the parties; or (B) the Audit Firm.

(d) If the Actual Hospital Working Capital is less than the Estimated Hospital Working Capital, then within thirty (30) days after the final determination of the Actual Hospital Working Capital, the amount of the difference between the Estimated Hospital Working Capital and the Actual Hospital Working Capital shall be paid by Seller to Buyer via wire transfer of immediately available funds as an adjustment to the Purchase Price. If the Estimated Hospital Working Capital is less than the Actual Hospital Working Capital, then within thirty (30) days after the final determination of the Actual Hospital Working Capital, the amount of the difference between the Actual Hospital Working Capital and the Estimated Hospital Working Capital shall be paid by Buyer to Seller via wire transfer of immediately available funds as an adjustment to the Purchase Price.

(e) Notwithstanding the determination of Actual Hospital Working Capital as provided above, if a subsequent audit by a Tax Authority results in an adjustment, such adjustment shall be subject to Section 11.6.

2.7 Prorations and Utilities. To the extent not otherwise included in the Hospital Working Capital calculations of this Agreement, Buyer and Seller shall prorate as of the Effective Time charges against the Real Property, power and utility charges and all other income and expenses that are normally prorated upon the sale of Real Property (to the extent Seller's pre-Closing operations are not exempt from such charges). As to charges against the Real Property, all prorations shall be based upon the most recent tax bill received by Seller. As to power and utility charges, such amounts shall be prorated as of the Effective Time among the parties on the basis of an estimate of the amounts in accordance with GAAP and mutually agreed upon by Buyer and Seller.

2.8 Indebtedness Payoff. Seller shall provide Buyer with reasonably satisfactory evidence of the Bond Payoff Amount and the amount of all Indebtedness (through a customary payoff letter) no later than five (5) business days prior to Closing. Seller hereby agrees to redeem or to defease all of the Bonds and pay such other Indebtedness at the Closing and by directing payments of a portion of the Purchase Price to the agent for the Bonds in an amount equal to the Bond Payoff Amount and to the holders of all other Indebtedness the amount of all such other Indebtedness. Seller shall promptly provide Buyer with copies of all redemption notices, escrow agreements or similar documents executed by Seller, the issuer of any Bond or any Bond Trustee following the Closing with respect to the redemption and/or defeasance of the Bonds.

2.9 Lock Box. Seller hereby appoints Buyer, and Buyer agrees to act, as collection agent with respect to its Government Receivables. In connection therewith, on or before the Closing Date, Buyer shall establish a "lock box" at a financial institution selected by Buyer, and after the Closing, Buyer, as agent for Seller, shall deposit in such lock box cash, checks, drafts or other similar items of payment of such Government Receivables. Seller hereby assigns all such amounts deposited on its behalf into the lock box to Buyer, as collection agent, in full satisfaction of its obligation to transfer to Seller an amount equal to the value of its Government Receivables. For the avoidance of doubt, all such amounts shall be included in Hospital Working Capital.

2.10 Excluded Joint Venture. In the event that Seller gives written notice to Buyer that Seller is unable to obtain the third-party consents or a documentation contemplated in Sections 8.7 or 8.11 relating to the assignment of Seller's interest in any of the Joint Ventures (other than Big Sky), such Joint Ventures will be removed from definitions of Controlled Joint Ventures or Minority Joint Ventures, as applicable (each, an "**Excluded Joint Venture**").

ARTICLE III
CLOSING

3.1 Closing. The consummation of the purchase and sale of the Assets (the "**Closing**") shall take place in Nashville, Tennessee, at the offices of Waller Lansden Dortch & Davis, LLP or such other agreed upon location, at 10:00 A.M. local time on the last day of the month in which all of the conditions precedent thereto have been satisfied, except those that are to be satisfied at the time of the Closing, or at such other time as the parties hereto may mutually designate in writing (the "**Closing Date**"), but in no event later than December 31, 2014, or such other date as the parties may agree in writing. Except as otherwise provided in Section 11.6 with respect to Taxes, the Closing shall be effective for all purposes at 12:01 A.M. on the first calendar day of the next succeeding month (the "**Effective Time**" or the "**Effective Date**").

3.2 Actions of Seller at Closing. At the Closing and unless otherwise waived in writing by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(a) A Funds Flow Memorandum executed by a duly authorized officer of Seller;

(b) one or more special warranty deeds in recordable form executed by a duly authorized officer of Seller, conveying to Buyer good and marketable fee title to the Owned Real Property, subject only to the Permitted Encumbrances and the Assumed Liabilities;

(c) a General Assignment, Conveyance and Bill of Sale in the form attached as Exhibit B (the "**Bill of Sale**"), fully executed by a duly authorized officer of Seller, conveying to Buyer good and marketable title to the Assets (other than the Real Property and Assumed Contracts), free and clear of all claims, assessments, liens, security interests, restrictions and encumbrances other than the Permitted Encumbrances and the Assumed Liabilities;

(d) Assignment and Assumption Agreements in the form attached as Exhibit C (the "**Assignment and Assumption Agreements**"), fully executed by a duly authorized officer of Seller, conveying to Buyer all of Seller's right, title and interest in, to and under the Assumed Contracts, the Tenant Leases and Seller Leases;

(e) Assignments of Membership Interest in the form attached as Exhibit D (the "**Assignments of Membership Interest**"), fully executed by duly authorized officers of Seller and the applicable Joint Venture, assigning and transferring to Buyer good, marketable and beneficial title to Seller's interest in each of the Joint Ventures;

(f) a copy of resolutions duly adopted by the governing body of Seller authorizing and approving Seller's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and of full force as of the Closing Date by an appropriate officer of Seller;

(g) a certificate of the President, a Vice President or other appropriate officer of Seller, certifying the fulfillment of the conditions set forth in Section 8.1;

(h) a certificate of incumbency for the respective officers of Seller executing this Agreement or the agreements herein contemplated or making certifications for the Closing, dated as of the Closing Date;

(i) a certificate of existence and good standing of Seller from the Secretary of State of the State of Montana, dated the most recent practical date prior to the Closing Date;

(j) pay-off letters or other documentation provided by Seller's lenders in relation to the Indebtedness described on Exhibit E, committing to release any liens such lenders may have on the Assets or the Real Property when the indebtedness is paid in full by or on behalf of Seller on the Closing Date;

(k) the Non-Competition Agreement substantially in the form attached hereto as Exhibit F (the "**Non-Competition Agreement**"), executed by a duly authorized officer of Seller;

(l) such documents as may be reasonably requested by the Title Company to evidence the commitment of lenders to release the Assets from any and all mortgages and security interests created at any time on or prior to the Closing Date, except the Permitted Encumbrances and the Assumed Liabilities, or to insure Buyer's fee ownership interest in the Owned Real Property and Buyer's leasehold interest in the Leased Real Property;

(m) copies of certificates of insurance evidencing the insurance described in Section 6.13;

(n) a DEA limited power of attorney fully executed by a duly authorized officer of Seller (the "**DEA Power of Attorney**"), substantially in the form attached hereto as Exhibit G;

(o) a certificate of non-foreign status, dated as of the Closing Date, executed by a duly authorized officer of Seller, in form and substance required under the Treasury Regulations pursuant to Section 1445 of the IRC;

(p) an affidavit executed by Seller certifying that it is not a "blocked person" under Executive Order 13224, which form shall be acceptable to Buyer; and

(q) such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

3.3 Actions of Buyer at Closing. At the Closing and unless otherwise waived in writing by Seller, Buyer shall deliver to Seller the following:

(a) A Funds Flow Memorandum executed by a duly authorized officer of Buyer;

(b) the Purchase Price as determined pursuant to the methodology set forth in Section 2.5(a), which shall be paid to Seller (or to the holders of Indebtedness designated by Seller) by wire transfer of immediately available funds to an account or accounts designated by Seller;

(c) the Assignment and Assumption Agreements, fully executed by a duly authorized officer of Buyer, pursuant to which Buyer shall assume the Assumed Liabilities (including, without limitation, the Assumed Contracts, the Tenant Leases and the Seller Leases);

(d) the Assignments of Membership Interest, fully executed by a duly authorized officer of Buyer;

(e) a copy of resolutions duly adopted by the Manager of Buyer, authorizing and approving Buyer's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force as of the Closing Date by an appropriate officer of Buyer;

(f) a certificate of the President, a Vice President or other appropriate officer of Buyer, certifying the fulfillment of the conditions set forth in Section 9.1;

(g) a certificate of incumbency for the officers of Buyer executing this Agreement or the agreements herein contemplated or making certifications for the Closing, dated as of the Closing Date;

(h) a certificate of existence and good standing of Buyer from the Secretary of State of the State of Delaware, dated the most recent practical date prior to the Closing Date;

(i) the DEA Power of Attorney, executed by a duly authorized officer of Buyer; and

(j) such other documents as may be reasonably requested by Seller.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following:

4.1 Existence and Capacity.

(a) Seller is a Montana non-profit corporation that is duly organized, validly existing and in good standing under the laws of the State of Montana. Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

(b) Montana Heart is a Montana limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Montana. Radiation Oncology JV is projected to be a Montana limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Montana.

(c) To the Knowledge of Seller, the Minority Joint Ventures are duly organized, validly existing and in good standing under the laws of the states of their organization.

(d) Except for the Joint Ventures or as set forth on Schedule 4.1(d), Seller neither owns, directly or indirectly, beneficially or equitably, any capital stock or other equity interest in any corporation, partnership, limited partnership, limited liability company or other entity or association.

(e) Exhibit A-1 sets forth each of the Seller Facilities owned, leased or operated by Seller. Except as set forth on Exhibit A-1, Seller does not own, lease or operate any healthcare facility. Exhibit A-2 sets forth each of the Controlled Joint Venture Facilities owned, leased or operated by the Controlled Joint Ventures. Except as set forth on Exhibit A-2, the Controlled Joint Ventures do not own, lease or operated any healthcare facility. To the Knowledge of Seller, Exhibit A-3 sets forth each of the Minority Joint Venture Facilities owned, leased or operated by the Minority Joint Ventures. Except as set forth on Exhibit A-3, to the Knowledge of Seller, the Minority Joint Ventures do not own, lease or operate any healthcare facility.

4.2 Powers; Consents; Absence of Conflicts With Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Seller, and all other agreements referenced herein, or ancillary hereto, to which Seller is a party, and the consummation of the transactions contemplated herein by Seller:

(a) are within Seller's organizational powers, are not in contravention of law or of the terms of Seller's organizational documents and have been duly authorized by all appropriate action;

(b) except as set forth on Schedule 4.2(b), do not require any approval or consent of, or filing with, any Governmental Entity or authority bearing on the validity of this Agreement which is required by law or the regulations of any such agency or authority;

(c) except as set forth on Schedule 4.2(c), will not conflict with, require consent under or result in any breach or contravention of, or the creation of any lien, charge, or encumbrance under, any indenture, agreement, lease, instrument or understanding to which Seller is a party or by which it is bound or any of its assets is subject;

(d) to the Knowledge of Seller, will not violate any statute, law, ordinance, rule or regulation of any Governmental Entity to which Seller or the Assets may be subject; and

(e) to the Knowledge of Seller, will not violate any judgment, decree, order, writ or injunction of any court or Governmental Entity to which Seller or the Assets may be subject.

4.3 Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid, legal and binding obligations of Seller, and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

4.4 Financial Statements. Seller has made available to Buyer copies of the following financial statements of or pertaining to the Business (other than the business and operations of the Controlled Joint Ventures) and the Assets (the "**Seller Financial Statements**"), which Seller Financial Statements are maintained on an accrual basis, and copies of which are attached hereto as Schedule 4.4(a):

(a) unaudited consolidated Balance Sheet dated as of June 30, 2014 (the "**Balance Sheet Date**");

(b) unaudited consolidated Income Statement for the twelve (12) month period ended on June 30, 2014; and

(c) audited consolidated Balance Sheets, Income Statements, and Statements of Cash Flows as of and for the fiscal years ended June 30, 2013 and June 30, 2012.

The Seller Financial Statements are true, complete and accurate in all material respects and conform to GAAP consistently applied, except: (i) for year-end audit adjustments; (ii) for a lack of footnotes; and (iii) as set forth in Schedule 4.4(a). Except as set forth in the footnotes to the audited Seller Financial Statements, the audited Seller Financial Statements have been prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated. Such Balance Sheets present fairly the financial condition of the Business as of the dates indicated thereon, and such Income Statements present fairly the results of operations of the Business for the periods indicated thereon.

Seller shall use its commercially reasonable efforts to cause the Minority Joint Ventures to make available to Buyer copies of the financial statements of or pertaining to each of the Minority Joint Ventures (collectively, the "**Minority Joint Venture Financial Statements**"). Such Minority Joint Venture Financial Statements are, to the Knowledge of Seller, true, complete and accurate in all material respects and fairly represent the results of operations for the Minority Joint Ventures for the periods indicated thereon.

4.5 Certain Post-Balance Sheet Results. Since the Balance Sheet Date, except as set forth on Schedule 4.5, there has not been any:

(a) material damage, destruction or loss (whether or not covered by insurance) affecting the Seller Facilities, the Assets or the Controlled Joint Venture Facilities or, to the Knowledge of Seller, material damage, destruction or loss (whether or not covered by insurance) affecting the Minority Joint Venture Facilities;

(b) actual or, to the Knowledge of Seller, threatened employee strike, work stoppage or labor dispute pertaining to the Seller Facilities or the Controlled Joint Venture Facilities or, to the Knowledge of Seller, actual or threatened employee strike, work stoppage or labor dispute pertaining to the Minority Joint Venture Facilities;

(c) sale, assignment, transfer or disposition of any item of property, plant or equipment included in the Assets having a value in excess of Fifty Thousand Dollars ($50,000), except in the ordinary course of business with comparable replacement thereof;

(d) increase in the compensation payable by Seller or any of the Controlled Joint Ventures to any of such entity's employees or independent contractors, other than in the ordinary course of business, or any increase in, or establishment or amendment of, any bonus, insurance, pension, profit-sharing or other employee benefit plan, remuneration or arrangements made to, for or with such employees, other than as required by applicable law;

(e) to the Knowledge of Seller, increase in the compensation payable by any of the Minority Joint Ventures to any of such entity's employees or independent contractors, other than in the ordinary course of business, or any increase in, or establishment or amendment of, any bonus, insurance, pension, profit-sharing or other employee benefit plan, remuneration or arrangements made to, for or with such employees, other than as required by applicable law;

(f) changes in the composition of the medical staff of the Hospital, other than normal turnover occurring in the ordinary course of business;

(g) changes in the rates charged by the Seller Facilities or the Controlled Joint Venture Facilities for their services, other than changes required by Federal health care programs, including Medicare and Medicaid, and those made in the ordinary course of business or, to the Knowledge of Seller, changes in the rates charged by the Minority Joint Venture Facilities for their services, other than changes required by Federal health care programs, including Medicare and Medicaid, and those made in the ordinary course of business;

(h) adjustments or write-offs in accounts receivable or reductions in reserves for accounts receivable outside the ordinary course of business of the Seller Facilities or the Controlled Joint Venture Facilities or, to the Knowledge of Seller, adjustments or write-offs in accounts receivable or reductions in reserves for accounts receivable outside the ordinary course of business of the Minority Joint Venture Facilities;

(i) change in accounting policies, procedures or charity care policies or procedures of Seller or the Controlled Joint Ventures or, to the Knowledge of Seller, change in accounting policies, procedures or charity care policies or procedures of the Minority Joint Ventures; or

(j) material change in the historical payment practices or processes for Accounts Payable or other liabilities.

4.6 Licenses. The Hospital is duly licensed as a general acute care 143-bed hospital with 8 additional rehabilitation beds pursuant to the applicable laws of the State of Montana. The pharmacies, laboratories and all other ancillary departments located at the Hospital or operated for the benefit of the Hospital that are required to be specially licensed are duly licensed by the Department of Public Health and Human Services or other appropriate licensing agency (the "**State Health Agency**") and have obtained all Approvals required by Law to operate the Business related to the affected ancillary department. Each of the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities has all Approvals that are needed or required by Law to operate the businesses related to or affecting the Seller Facilities, the Joint Venture Facilities, the Assets, or any ancillary services related thereto that are part of the Business or the Minority Joint Venture Business. Schedule 4.6 sets forth a complete and accurate list of all such Approvals for the Seller Facilities and the Joint Venture Facilities, identifying specifically each Seller Facility or Joint Venture Facility related thereto, all of which: (i) if held by Seller, are now, and shall be, in good standing and not subject to meritorious challenge; and (ii) if held by the Joint Ventures, are now, and as the Closing Date shall be, in good standing and not subject to meritorious challenge. Seller has provided or otherwise made available to Buyer complete and genuine copies of the latest licensure/survey and/or fire marshal reports of the Seller Facilities and the Controlled Joint Venture Facilities and plans of correction or responses thereto. Seller has taken all necessary steps to correct all material deficiencies noted in such surveys.

4.7 Certificates of Need. No application for any Certificate of Need, request for verification that a project is non-reviewable, or other declaratory ruling has been made by Seller, the Controlled Joint Ventures or, to the Knowledge of Seller, the Minority Joint Ventures with the State Health Agency or other agency having jurisdiction thereof that is currently pending or open before such agency, and no such application (an "**Application**") filed by Seller or the Joint Ventures within the past three (3) years has been ultimately denied by any commission, board or agency or withdrawn by any Seller Party. Neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture has prepared, filed, supported or presented opposition to any Application filed by another hospital or health agency within the past three (3) years. Neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture has any Application pending nor any approved Application which relates to a project not yet completed. Seller and each Controlled Joint Venture have properly filed all required Applications with respect to any and all improvements, projects, changes in services, zoning requirements, construction and equipment purchases, and other changes for which approval is required under any applicable federal or state law, rule or regulation, and all such Applications are complete and correct in all material respects. To the Knowledge of Seller, each Minority Joint Venture has properly filed all required Applications with respect to any and all improvements, projects, changes in services, zoning requirements, construction and equipment purchases, and other changes for which approval is required under any applicable federal or state law, rule or regulation, and all such Applications are complete and correct in all material respects.

4.8 Government Program Participation/Accreditation. Each of the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities is qualified for participation in the Government Reimbursement Programs; has current and valid provider contracts with such reimbursement programs; are in compliance with the conditions of participation and, where applicable, conditions of coverage for such programs; and has received all Approvals or qualifications necessary for reimbursement. Except as set forth on Schedule 4.8, the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities listed on Schedule 4.8 are accredited by The Joint Commission. A copy of the most recent accreditation letter and any related survey information from the Joint Commission pertaining to each of the Seller Facilities' and the Joint Venture Facilities' accreditation has been made available to Buyer. The billing practices of Seller, the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Ventures with respect to all third party payors, including, without limitation, the Government

Reimbursement Programs (including the Medicare conditions of participation) and private insurance companies, are in compliance with all applicable laws, regulations and written policies of such third party payors and the Government Reimbursement Programs, and none of Seller, the Seller Facilities, the Controlled Joint Ventures, the Controlled Joint Venture Facilities or, to the Knowledge of Seller, the Minority Joint Ventures or the Minority Joint Venture Facilities have billed or received any payment or reimbursement in excess of amounts allowed by Law except for routine overpayments in the ordinary course. None of the Seller Facilities, the Controlled Joint Venture Facilities or, to the Knowledge of Seller, the Minority Joint Venture Facilities has been excluded from participation in the Government Reimbursement Programs, nor is any such exclusion threatened in writing. Set forth on Schedule 4.8 is a complete list of all of the Seller Facilities' and the Joint Venture Facilities' Government Reimbursement provider and supplier numbers and National Provider Identifier (NPI) numbers. Each participating provider agreement or payor agreement to which Seller, a Controlled Joint Venture or, to the Knowledge of Seller, a Minority Joint Venture is a party is in full force and effect and no events or facts exist that would cause any such provider agreement not to remain in force or effect after the Closing. None of the officers, directors, managers, employees, physicians or independent contractors of Seller, the Controlled Joint Ventures or, to the Knowledge of Seller, the Minority Joint Ventures has been excluded from participating in any Government Reimbursement Program, nor is any exclusion threatened or pending. Except as set forth on Schedule 4.8, neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture have received any notice from any of the Government Reimbursement Programs, or any other third party payor program, of any pending or threatened investigations or surveys. Schedule 4.8 contains a complete list of all attestations, certifications, and payments made or received by Seller, the Controlled Joint Ventures, and, to the Knowledge of Seller, the Minority Joint Ventures in connection with the Medicare or Medicaid EHR Incentive programs. Except as described on Schedule 4.8, neither Seller nor a Controlled Joint Venture nor, to the Knowledge of Seller, a Minority Joint Venture has been the subject of an audit regarding a Medicare or Medicaid EHR Incentive program. All attestations and other documents filed by Seller, the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Ventures in connection with such programs are and were complete and accurate.

4.9 Regulatory and Information Privacy/Security Compliance.

(a) Except as set forth on Schedule 4.9(a), all of (i) Seller's, the Controlled Joint Ventures' and, to the Knowledge of Seller, the Minority Joint Ventures' contracts with Healthcare Providers, or entities in which Physicians or other Healthcare Providers are owners involving services, supplies, payments or any other type of remuneration, whether such services or supplies are provided by a Healthcare Provider to Seller or a Joint Venture or provided by Seller or a Joint Venture to a Healthcare Provider, and (ii) Seller's, the Controlled Joint Ventures' and, to the Knowledge of Seller, the Minority Joint Ventures' leases of personal or real property with Healthcare Providers (including, without limitation, Seller Leases and Tenant Leases), whether such personal or real property is leased by a Healthcare Provider to Seller or a Joint Venture, or leased by Seller or a Joint Venture to a Healthcare Provider: (a) are in writing, (b) are signed by all parties to the applicable agreement, (c) set forth the services to be provided, (d) provide for a fair market value compensation in exchange for such services, space or goods, (e) went into effect on or after the dates of the signature, and (f) comply with the applicable Health Care Laws. Except as set forth on Schedule 4.9(a), each of the Seller Facilities, the Business, the Assets, the Controlled Joint Ventures, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Ventures and the Minority Joint Venture Facilities has been and presently is in material compliance with all Health Care Laws. None of Seller, the Seller Facilities, the Controlled Joint Ventures, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Ventures and the Minority Joint Venture Facilities have received any communication from a Governmental Entity, Government Reimbursement Program, commercial payor or patient that alleges the Seller Facilities, the Joint Ventures, the Joint Venture Facilities or the Business are not in compliance

with any Health Care Laws, other than statements of deficiencies from a Governmental Entity received in the ordinary course of business. Seller, the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Ventures have timely filed all material reports, data, and other information required to be filed with such commissions, boards, bureaus, and agencies regarding the Business, the Minority Joint Venture Business, the Assets, the Seller Facilities and the Joint Venture Facilities. None of Seller, the Seller Facilities, the Controlled Joint Ventures, the Controlled Joint Venture Facilities or, to the Knowledge of Seller, the Minority Joint Ventures or Minority Joint Venture Facilities or any of their respective officers, directors, or managing employees, have engaged in any activities that are prohibited under 42 U.S.C. Section 1320a-7 et seq., or the regulations promulgated thereunder, or under any other federal or state statutes or regulations, or which are prohibited by applicable rules of professional conduct, including but not limited to the following:

(i) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;

(ii) knowingly and willfully making or causing to be made a false statement or representation of a material fact for use in determining rights to any benefit or payment;

(iii) presenting or causing to be presented a claim for reimbursement for services under any Government Reimbursement Program or other state or federal healthcare program that is for an item or service that is known, or should be known, to be (A) not provided as claimed or (B) false or fraudulent;

(iv) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment;

(v) knowingly and willfully offering, paying, soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, (A) in return for referring an individual to a person for the furnishing, or arranging for the furnishing, of any item or service for which payment may be made in whole or in part by a Government Reimbursement Program or (B) in return for purchasing, leasing, ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by a Government Reimbursement Program;

(vi) knowingly making a payment, directly or indirectly, to a physician as an inducement to reduce or limit necessary services to individuals who are under the direct care of the physician and who are entitled to benefits under a Government Reimbursement Program;

(vii) providing to any person information that is known or should be known to be false or misleading that could reasonably be expected to influence the decision when to discharge a patient from any Facility;

(viii) knowingly or willfully making or causing to be made or inducing or seeking to induce the making of any false statement or representation (or omitting to state a material fact) required to be stated therein (or necessary to make the statement contained therein not misleading) of a material fact with respect to (A) the conditions or operations of a Seller Facility or Joint Venture Facility in order that such Seller Facility or Joint Venture Facility may qualify for Government Reimbursement Program certification or (B) information required to be provided under Section 1124A of the Social Security Act (42 U.S.C. Section 1320a-3a); or

(ix) knowingly and willfully (A) charging for any Government Reimbursement Program service money or other consideration at a rate in excess of the rates established by a Government Reimbursement Program or (B) charging, soliciting, accepting or receiving, in addition to amounts paid by a Government Reimbursement Program, any gift money, donation or other consideration (other than a charitable, religious, or other philanthropic contribution from an organization or from a person unrelated to the patient) (1) as a precondition of admitting the patient or (2) as a requirement for the patient's continued stay in a Seller Facility or Joint Venture Facility.

(b) (i) Except as set forth on Schedule 4.9(b)(i), Seller, the Seller Facilities, the Controlled Joint Ventures, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Ventures and Minority Joint Venture Facilities (A), are in material compliance with the administrative simplification provisions of HIPAA, as codified at 42 U.S.C. Sections 1320d through d-8, as amended, and the implementing regulations contained in 45 C.F.R. Parts 160, 162 and 164, including without limitation in conducting any of the standard transactions set forth in 45 C.F.R. Part 162; and (B) are in material compliance with all other applicable Information Privacy or Security Laws.

(ii) Complete and accurate copies of the compliance policies and/or procedures and privacy notices of Seller, the Seller Facilities, the Controlled Joint Ventures and the Controlled Joint Venture Facilities relating to Information Privacy or Security Laws have been furnished to Buyer. Except as set forth on Schedule 4.9(b)(ii), each Seller Facility's and Controlled Joint Venture Facility's workforce (as such term is defined in 45 C.F.R. 160.103) has received training with respect to compliance with Information Privacy or Security Laws.

(iii) To the Knowledge of Seller, complete and accurate copies of the compliance policies and/or procedures and privacy notices of the Minority Joint Ventures and the Minority Joint Venture Facilities relating to Information Privacy or Security Laws have been furnished to Buyer. Except as set forth on Schedule 4.9(b)(iii), to the Knowledge of Seller, each Minority Joint Venture Facility's workforce (as such term is defined in 45 C.F.R. 160.103) has received training with respect to compliance with Information Privacy or Security Laws.

(iv) Except as set forth on Schedule 4.9(b)(iv), (A) the Seller Facilities and the Controlled Joint Venture Facilities have entered into Business Associate Agreements with all third parties acting as a business associate as defined in 45 C.F.R. 160.103 and (B) no Seller Facility or Controlled Joint Venture Facility is under investigation by any Governmental Entity for a violation of any Information Privacy or Security Laws, including, without limitation, receiving any notices from the United States Department of Health and Human Services Office of Civil Rights, FTC or Department of Justice relating to any such violations.

(v) Except as set forth on Schedule 4.9(b)(v), to the Knowledge of Seller, (A) the Minority Joint Venture Facilities have entered into Business Associate Agreements with all third parties acting as a business associate as defined in 45 C.F.R. 160.103 and (B) no Minority Joint Venture Facility is under investigation by any Governmental Entity for a violation of any Information Privacy or Security Laws, including, without limitation, receiving any notices from the United States Department of Health and Human Services Office of Civil Rights, FTC or Department of Justice relating to any such violations.

(vi) Complete and accurate copies of any written complaints delivered to any Seller Facility or Controlled Joint Venture Facility during the past 24 months alleging a violation of any Information Privacy or Security Laws have been furnished to Buyer.

(vii) To the Knowledge of Seller, complete and accurate copies of any written complaints delivered to any Minority Joint Venture Facility during the past 24 months alleging a violation of any Information Privacy or Security Laws have been furnished to Buyer.

(viii) Except as set forth on Schedule 4.9(b)(viii), the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities have not had a Breach of Unsecured Protected Health Information (as such terms are defined in 45 C.F.R. Part 164.402).

4.10 Equipment. Set forth on Schedule 4.10 is a depreciation schedule that lists all Assets that are depreciable under Seller's current policies on the Seller Financial Statements as of the Balance Sheet Date. To the Knowledge of Seller, all of the Assets consisting of equipment, whether reflected in the Seller Financial Statements or otherwise, are in good operating condition and repair, reasonable wear and tear excepted and except for items that have been written down in the Seller Financial Statements to a realizable market value. Except as disclosed on Schedule 4.10, the only transactions related thereto since the Balance Sheet Date have been additions thereto and dispositions thereof in the ordinary course of business.

4.11 Real Property. Seller owns good and marketable fee title to the Owned Real Property, and good and valid leasehold title to the Leased Real Property, which ownership interests, as of the Closing Date, will be free and clear of any and all mortgages, deeds of trust, security interests, mechanics or other liens or encumbrances, subject only to the following matters: (a) zoning and building laws, ordinances, resolutions and regulations; (b) Taxes and assessments for public improvements not then due and payable; and (c) all matters shown on the Title Commitments and the Surveys that are accepted or waived by Buyer pursuant to Section 6.5 of this Agreement (the "**Permitted Encumbrances**"). To the Knowledge of Seller, the improvements which are a part of the Real Property, as designed and constructed, comply with all statutes, restrictions, regulations and ordinances applicable thereto, including but not limited to the ADA and Section 504 of the Rehabilitation Act of 1973. To the Knowledge of Seller, all approvals, licenses and permits required for existing water, sewer, gas and electricity lines, storm sewer and other utility systems on the Owned Real Property have been obtained and are, and will be as of the Closing, in full force and effect. To the Knowledge of Seller, all of said utilities are installed and operating, and all installation and connection charges have been paid in full. To the Knowledge of Seller, the location, construction, occupancy, operation and use of the Real Property (including the improvements which are a part of the Real Property) do not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any Governmental Entity or any board of fire underwriters (or other body exercising similar functions), judicial precedent or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Real Property or the location, construction, occupancy, operation or use thereof, including, without limitation, all applicable laws. The Real Property comprises all of the real property currently used in connection with the operation of the Business or the Assets. With respect to the Real Property and any real property owned or leased by the Joint Ventures:

(a) except as described on Schedule 4.11(a), no Seller Party has received during the past three (3) years notice of a violation of any applicable ordinance or other law, order, regulation, or requirement or notice of condemnation, lien, assessment, or the like relating to any part of the Owned Real Property or Leased Real Property or the operation thereof, and has no knowledge of any such violation, proceeding, lien or assessment;

(b) to the Knowledge of Seller, except as described on Schedule 4.11(b), such properties and their operation with respect to the Seller Facilities and the Joint Venture Facilities are, in compliance with all applicable zoning ordinances, and the consummation of the transactions contemplated herein will not result in a violation of any applicable zoning ordinance or the termination of

any applicable zoning variance now existing, and none of the Seller Parties has received a written notice that the buildings and improvements constituting a portion of such properties do not comply with all building codes;

(c) except for the Permitted Encumbrances, such properties, with respect to the Seller Facilities and the Joint Venture Facilities are subject to no easements, restrictions, encumbrances, or such other limitations on title so as to make any such property unusable for its current use or the title uninsurable or unmarketable or which restrict or impair its use, marketability or insurability;

(d) except as described on Schedule 4.11(d), with respect to the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities, there is no pending, or to the Knowledge of the Seller Parties, threatened litigation, administrative action or complaint (whether from a Governmental Entity or from any other person, group or entity) relating to the compliance of any of such properties with the Rehabilitation Act of 1973, Title III of the ADA or any comparable state statute related to accessibility;

(e) with respect to the Owned Real Property, the Leased Real Property, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities, there are no tenants or other persons or entities occupying any space in such properties other than pursuant to the Tenant Leases described in Schedule 2.1(k) or as set forth on Schedule 4.11(e);

(f) except as described on Schedule 2.1(b)(i) and Schedule 2.1(b)(ii), no Seller Party is a party to any Seller Lease;

(g) attached as Schedule 4.11(g) is a "rent roll" for all Tenant Leases that sets forth (i) the premises covered; (ii) the date of the Tenant Lease and all amendments and modifications thereto; (iii) the name of the tenant, licensee or occupant; (iv) the term; (v) the rents and other charges payable thereunder; (vi) the rents or other charges in arrears or prepaid thereunder, if any, and the period for which any such rents and other charges are in arrears or have been prepaid; (vii) the nature and amount of the security deposits thereunder, if any; (viii) options to renew or extend the term contained in the Tenant Lease; (ix) any free rent, concessions, allowances, rebates or refunds to which the tenant, licensee or occupant may have been or be entitled; (x) the status of tenant improvements to be performed by Seller; (xi) the nature and amount of any commissions payable with respect thereto; and (xii) a list of all uncured defaults under the Tenant Leases known to the Seller Parties;

(h) except as described on Schedule 4.11(h), no Seller Party has received any written notice, and has no knowledge, of any existing, proposed or contemplated plans to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would result in the taking of all or any part of such properties or that would adversely affect the current use of any part thereof;

(i) except as set forth in Schedule 4.11(i), there will be no incomplete construction projects affecting the Real Property as of the Closing Date. Schedule 4.11(i) identifies all design service contracts, engineering services contracts, construction contracts and construction management contracts relating to those construction projects that will be in any material respect incomplete as of the Closing Date;

(j) except as described on Schedule 4.11(j), the existing improvements located upon such properties do not, with respect to the Seller Facilities, the Controlled Joint Venture Facilities and, to the Knowledge of Seller, the Minority Joint Venture Facilities, encroach upon adjacent premises or upon existing utility company easements;

(k) all Existing Tenant Improvement Obligations will have been fully performed and funded by the Seller Parties on or before the Closing Date;

(l) the Seller Parties are not and will not become a person or entity with whom U.S. persons are restricted from doing business with under regulations of the OFAC of the Department of Treasury (including those named on the OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), or the USA Patriot Act, or any other governmental action;

(m) no subdivision shall be required for the lawful conveyance of the Owned Real Property to Buyer; and

(n) no brokerage or leasing commissions or other compensation will be due or payable as of Closing to any person, firm, corporation or other entity with respect to, or on account of, any Tenant Lease, any Seller Lease or any extensions or renewals thereof.

4.12 Title and Condition of the Assets and Equipment. As of the Closing Date, Seller shall own and hold good and valid title to all of the Assets, subject only to the Permitted Encumbrances and Assumed Liabilities. To the Knowledge of Seller, in respect of their physical condition and defects, the Real Property is in good operating condition and repair, reasonable wear and tear excepted, and suitable for the purpose for which they are intended, except as otherwise set forth on Schedule 4.12. To the Knowledge of Seller, there are no material defects, structural or other, in any of the Assets, including, without limitation, the Real Property, except as set forth on Schedule 4.12.

4.13 Employee Benefit Plans.

(a) Schedule 4.13(a) sets forth a true, complete and correct list of all Benefit Plans. The Seller Parties have made available to Buyer, with respect to each of the Benefit Plans, true, accurate and complete copies of the following documents, as applicable: (i) the Benefit Plan document and all amendments, (ii) any related trust agreement or other funding instrument, (iii) the most recent IRS determination letter or opinion letter, as applicable, (iv) any summary plan description and other material written communications provided to employees concerning each Benefit Plan, and (v) all personnel, payroll and employment manuals and policies.

(b) No Seller Party nor any ERISA Affiliate: (i) except as provided on Schedule 4.13(b), has at any time maintained, sponsored or been liable for contributions to a plan that is or has been at any time subject to Sections 412 or 430 of the IRC, Section 302 of ERISA and/or Title IV of ERISA; (ii) has at any time been liable for contributions to a multiemployer plan (as defined in Section 3(37) or Section 4001(a)(3) of ERISA), or could be liable for withdrawal liability under Section 4201 of ERISA with respect to a multiemployer plan; or (iii) maintains or contributes to a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA) maintained for or on behalf of the Employees. All plan(s) identified on Schedule 4.13(b) were terminated in a "standard termination" (as that term is defined in Section 4041 of ERISA) and all assets distributed in accordance with the terms of such Plan(s) and all applicable Law.

(c) All Benefit Plans have been operated and administered in compliance with their terms, any applicable collective bargaining agreements, and applicable Law, including ERISA, the IRC, and the related rules and regulations adopted by those federal agencies responsible for the administration of such Laws. There has been no prohibited transaction or breach of fiduciary duty that could subject Buyer or any ERISA Affiliate to any liability.

(d) With respect to each Benefit Plan: (i) if intended to be qualified under section 401(a) of the IRC, such Benefit Plan has a current favorable determination letter or opinion letter, as applicable, from the IRS that such Benefit Plan is so qualified; (ii) no event has occurred which could cause any Benefit Plan to be disqualified or fail to comply with the respective requirements of section 401(a) or 403(b) of the IRC, as applicable, or that would make a distribution from such Benefit Plan to be ineligible to be rolled into an individual retirement account or a plan that is qualified under section 401(a) of the IRC; (iii) there are no pending or threatened actions, audits, claims, investigations, or governmental enforcement actions against the Seller Parties or any Benefit Plans (other than routine claims for benefits); (iv) all contributions, premiums and expenses related to or in respect of each Benefit Plan or, as applicable, the collective bargaining agreements set forth on Schedule 4.13(d) (the "**Collective Bargaining Agreements**") have been timely paid in full or, to the extent not yet due, have been adequately accrued on the consolidated Seller Financial Statements; and (v) all required reports, Tax Returns, other government filings, documents and plan descriptions of the Benefit Plans have been timely filed as applicable with the IRS or the applicable Governmental Entity and/or, as appropriate, provided to participants in the Benefit Plans and their beneficiaries.

(e) No Benefit Plan is under audit or is the subject of an audit or investigation by the IRS or any other federal or state Governmental Entity, nor is any such audit or investigation pending or, to the Seller Parties' Knowledge, threatened.

(f) The consummation of the transactions contemplated by this Agreement will not accelerate the time of vesting or payment, or increase the amount, of compensation to any Employee, former Employee or officer or former officer of the Seller Facilities, the Controlled Joint Ventures, or any of their ERISA Affiliates, or, to the Knowledge of Seller, the Minority Joint Ventures. Except as disclosed in Schedule 4.13(f), no Benefit Plans or other contracts or arrangements provide for payments (including accelerated vesting) that would be triggered by the consummation of the transactions contemplated by this Agreement.

(g) Except as disclosed on Schedule 4.13(g), no Benefit Plan provides for, and no written or oral agreement has been entered into promising or guaranteeing, medical, dental, vision, life or disability insurance coverage for any current or former Employee, or any spouse, dependent or beneficiary of any current or former Employee for any period of time beyond termination of employment (except to the extent of coverage required under COBRA).

(h) The Seller Parties have at all times complied with and are in compliance with the continuation coverage provisions of COBRA with respect to all current and former Employees and their beneficiaries. The Seller Parties have disclosed on Schedule 4.13(h) a list of all current and former Employees and their beneficiaries who are eligible for and/or have elected continuation coverage under COBRA or any other similar continuation coverage law.

(i) Except with respect to any severance obligations that are "nonqualified deferred compensation plans" as defined under Section 409A of the Code, neither the Seller Parties nor any ERISA Affiliate has ever maintained, contributed to, or otherwise had any liability with respect to a nonqualified deferred compensation plan.

(j) Any nonqualified deferred compensation plan (as such term if defined under Section 409A(d)(1) of the IRC or section 457 of the IRC) under which a Seller Party is obligated to make payments complies in all material respects, both in form and operation, with the applicable requirements of section 409A of the IRC, section 457 of the IRC and Internal Revenue Service rulings regarding the principles of constructive receipt.

4.14 Litigation or Proceedings. Schedule 4.14 lists all material lawsuits, claims, actions, suits, investigations or legal proceedings to which a Seller Party or, to the Knowledge of Seller, a Minority Joint Venture is presently a party or, to the Knowledge of Seller, which has been threatened from January 1, 2007 through the present against or related to Seller, the Business, the Assets, or, to the Knowledge of Seller, the Minority Joint Venture Business, at law or in equity, or before or by any governmental entity or any officer, employee or trustee of Seller or the Joint Ventures relating to the Business or the business and operations of the Minority Joint Venture Facilities. Since January 1, 2007, neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have been subject to any formal or informal (of which Seller or the Joint Ventures have received notice) investigations or proceedings of the Department of Health, the United States General Accounting Office, the Centers for Medicare and Medicaid Services, Office of Inspector General ("**OIG**") of the HHS, U.S. Department of Justice or other similar Governmental Entity (except for any investigations being conducted in the ordinary course of business and applicable to all hospitals in the State of Montana). Except as disclosed on Schedule 4.14, there are no claims actions, proceedings or investigations of which Seller, any Controlled Joint Venture or, to the Knowledge of Seller, any Minority Joint Venture received notice pending or, to the best of its knowledge, threatened challenging the validity or propriety of the transactions contemplated by this Agreement. Neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture is, a party to any injunction, order, or decree restricting the method of the conduct of the Business or the marketing of any of its services. Since January 1, 2007, to the Knowledge of Seller no Governmental Entity has investigated or requested (other than on a routine basis) information with respect to such methods of business or marketing of related services. Neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture is aware of: (i) any assertion by any Governmental Entity of any retroactive adjustment of the sums which it was entitled to receive in connection with the Business pursuant to any Government Reimbursement Program or third party reimbursement program, or (ii) any assertion by any Governmental Entity of fraud or abuse by any current or former officer or employee of it in connection with the making of any application for reimbursement on behalf of or in connection with the Business. Finally, neither Seller nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture is aware of any claim, threatened or otherwise, that could have a Material Adverse Change on the Business or any of the Seller Facilities or Joint Venture Facilities, including but not limited to those referred to in Schedule 4.14.

4.15 Hill-Burton and Other Liens. Neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures nor any of their predecessors have received any loans, grants or loan guarantees pursuant to the Hill-Burton Act program, the Health Professions Educational Assistance Act, the Nurse Training Act, the National Health Planning and Resources Development Act or the Community Mental Health Centers Act, as amended, or similar laws or acts relating to healthcare facilities that remain unpaid or which impose conditions or restrictions on the operation of the Seller Facilities, the Joint Venture Facilities or the Assets.

4.16 Taxes.

(a) Seller is an organization described in Section 501(c)(3) of the IRC and is exempt from taxation to the extent described in Section 501(a) of the IRC, (ii) is not a private foundation within the meaning of Section 509(a) of the IRC, and (iii) is in possession of a determination letter from the Internal Revenue Service to such effect, which determination letter has not been revoked or otherwise modified. Except as provided on Schedule 4.16(a), the Leased Real Property, the Owned Real Property, the Seller Facilities and the Assets are, and shall be through the Closing Date, exempt from all real and personal property taxes and there are no municipal assessments, for betterments or otherwise, on, related to or, to the Knowledge of Seller, under consideration for, either the Leased Real Property or Owned Real Property.

(b) With respect to the last six (6) completed tax years, (i) Seller, (ii) each Controlled Joint Venture and (iii) to the Knowledge of Seller, each Minority Joint Venture has filed all material Tax Returns required to be filed by it and all such Tax Returns are true and correct in all material respects. With respect to the last six (6) completed tax years, all Taxes due and owing (whether or not shown on any Tax Return) by Seller and the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Ventures have been paid. There are no liens for Taxes on any of the Assets, the Seller Facilities or the Controlled Joint Venture Facilities nor, to the Knowledge of Seller, any Minority Joint Venture. With respect to the last six (6) completed tax years and with respect to the current tax year, neither Seller nor any of the Controlled Joint Ventures nor, to the Knowledge of Seller, any Minority Joint Venture have waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which remain outstanding and in effect. During the last six (6) tax years, (i) Seller, (ii) the Controlled Joint Ventures and (iii) to the Knowledge of Seller, the Minority Joint Ventures have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party, and all Internal Revenue Service Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. There is no material dispute or claim concerning any Tax liability of (i) Seller, (ii) the Controlled Joint Ventures or (iii) to the Knowledge of Seller, the Minority Joint Ventures either claimed or raised in writing by any Governmental Entity which has not been settled or as to which Seller has Knowledge. Since the beginning of its current taxable year, neither Seller, nor any Controlled Joint Venture nor, to the Knowledge of Seller, any Minority Joint Venture has taken and neither Seller nor any Controlled Joint Venture will take any action in respect of any Taxes (including, without limitation, any withholdings required to be made in respect of employees) outside the ordinary course of business or inconsistent with past practices that would have a material adverse impact upon the Seller Facilities, the Controlled Joint Venture Facilities or the Assets as of or subsequent to the Closing Date. Except with respect to the Joint Ventures or as provided on Schedule 4.16(b), none of the Assets constitutes an ownership interest in a joint venture, partnership or other arrangement or contract that could be treated as a partnership for federal income tax purposes.

(c) Neither the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have engaged in any reportable transactions as such term is defined in Treasury Regulation Section 1.6011-4 and have never elected to be taxed as an association taxable as a corporation for federal or state tax purposes.

(d) Neither the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have engaged in business outside the United States nor have they had a foreign bank account or other foreign assets.

4.17 Employees and Employee Relations.

(a) Seller has made available to Buyer a list of all of the current employees of Seller employed at any of the Seller Facilities or the Controlled Joint Venture Facilities, their current salary or wage rates, bonus and other compensation, benefit arrangements, accrued sick days, vacation days and holidays, period of service, department and a job title or other summary of the responsibilities of such employees. Since the Balance Sheet Date, other than in the ordinary course of business, there has not been any increase in the compensation payable or to become payable by Seller to any of its officers, employees or agents, or any bonus payment or arrangement made to or with any such person, except as described in Schedule 4.17(a).

(b) Seller has not incurred any liability, or taken or failed to take any action which, to the Knowledge of Seller, will result in any liability, in respect of any failure to comply with the Fair Labor Standards Act or any other applicable laws dealing with minimum wages or overtime pay for

employees. Seller has made available to Buyer copies of each employment, consulting, independent contractor, bonus, or severance agreement to which Seller is a party. Except as set forth on Schedule 4.17(b)(i), Seller has not entered into any written or verbal agreements with any of its employees. Except as set forth on Schedule 4.17(b)(i), no collective bargaining agreement exists or is being negotiated by Seller or any of its Affiliates. Except as set forth on Schedule 4.17(b)(i), no demand has been made for recognition by a labor organization by or with respect to any employees at the Seller Facilities or Controlled Joint Venture Facilities. To Seller's Knowledge, except as set forth on Schedule 4.17(b)(i), no union organizing activities by or with respect to any employees at the Seller Facilities or the Joint Venture Facilities is taking place, and none of the employees at the Seller Facilities or the Joint Venture Facilities are represented by any labor union or organization. Seller has complied with all of the terms of the collective bargaining agreement(s) set forth on Schedule 4.17(b)(i). Except as set forth on Schedule 4.17(b)(ii), there is no unfair practice claim against Seller or any of its Affiliates before the National Labor Relations Board, nor any strike, dispute, slowdown or stoppage pending or, to Seller's Knowledge, threatened against or involving the Seller Facilities or the Joint Venture Facilities. Except as set forth on Schedule 4.17(b)(ii), there are no pending or, to Seller's Knowledge, threatened unfair labor practice claims with respect to the Seller Facilities or the Joint Venture Facilities.

(c) Seller shall deliver to Buyer five (5) business days prior to Closing, a revised Schedule 4.17(a) reflecting any changes in the information initially set forth on Schedule 4.17(a) between such date and the date of this Agreement.

(d) Seller has in all material respects complied with all legal requirements relating to employment; employment practices; terms and conditions of employment; equal employment opportunity; nondiscrimination; immigration; wages; hours; benefits; payment of employment, social security, and similar taxes; occupational safety and health; and plant closing. Except as set forth on Schedule 4.17(d), there are no pending or, to the Knowledge of Seller, threatened equal employment opportunity claims, human rights or civil rights complaints, discrimination claims, wage and hour claims, unemployment compensation claims, workers' compensation claims or any other pending, or to Seller's Knowledge, threatened claims for failure to comply with any employment-related legal requirements.

(e) Seller has made available to Buyer the personnel records for all Employees of Seller potentially affected by the transactions contemplated by this Agreement, including records reflecting salary or wages, and sick (or extended illness), paid-time-off, and vacation leave that is accrued or credited but unused or unpaid. Each of the Benefit Plans, Seller and each ERISA Affiliate has properly classified individuals providing services to any of the Seller Parties as independent contractors or employees, as the case may be. Schedule 4.17(e) sets forth the employees who had an "employment loss," as such term is defined in the WARN Act or any similar state or local legal requirements, within the ninety (90) days preceding the Closing Date; in relation to the foregoing, Seller has not violated the WARN Act or any similar state or local legal requirements. Except as set forth on Schedule 4.17(e), Seller has not, during the 90 day period prior to the date of this Agreement, terminated any employees.

4.18 Agreements and Commitments. Schedule 4.18 sets forth an accurate list of all commitments, contracts, leases and agreements, written or oral, relating to the Business, the Controlled Joint Venture Facilities or the Assets to which Seller is a party or by which Seller or the Assets or any portion thereof is bound that are: (a) physician agreements, (b) agreements with health maintenance organizations, preferred provider organizations or other alternative delivery systems, (c) joint venture or partnership agreements, (d) employment contracts or any other contracts, agreements, or commitments to or with individual employees or agents, (e) contracts or commitments affecting ownership of, title to, use of or any interest in the Real Property, including any Seller Leases and Tenant Leases, (f) material equipment leases, (g) material equipment maintenance agreements, (h) agreements with municipalities or quasi-governmental agencies or entities, (i) collective bargaining agreements or other contracts or

commitments to or with any labor unions, labor organizations or other employee representatives or groups of employees, (j) loan agreements, bonds, mortgages, liens or other security agreements, (k) patent licensing agreements or any other agreements, licenses or commitments with respect to patents, patent applications, trademarks, trade names, service marks, technical assistance, copyrights, or other Intellectual Property affecting the Business, the Controlled Joint Venture Facilities or the Assets, (l) material agreements, licenses or commitments relating to data processing programs, software, or source codes utilized in connection with the Business, the Controlled Joint Venture Facilities or the Assets, (m) consulting, bonus or severance agreements, or (n) any other contracts or commitments not identified in (a)-(m) above, whether in the ordinary course of business or not, which involve future payments, performance of services or delivery of goods or materials, to or by Seller in an amount exceeding $50,000 on an annual basis (collectively, the "**Contracts**").

4.19 The Assumed Contracts, Tenant Leases and Seller Leases. Schedule 2.1(k) sets forth an accurate list of the Tenant Leases. Schedules 2.1(b)(i) and 2.1(b)(ii) sets forth an accurate list of the Seller Leases. Seller has made available to Buyer accurate copies of the Assumed Contracts, the Tenant Leases and the Seller Leases. Seller represents and warrants with respect to the Assumed Contracts, the Tenant Leases and the Seller Leases that:

(a) the Assumed Contracts, the Tenant Leases and the Seller Leases constitute valid and legally binding obligations of Seller and are enforceable against Seller in accordance with their respective terms, and the Assumed Contracts, the Tenant Leases and the Seller Leases constitute valid and legally binding obligations of the other party or parties to the Assumed Contracts, the Tenant Leases and the Seller Leases and are enforceable against such parties in accordance with their terms;

(b) each Assumed Contract, Tenant Lease or Seller Lease constitutes the entire agreement by and between the respective parties thereto with respect to the subject matter thereof;

(c) all obligations required to be performed Seller under the terms of the Assumed Contracts, the Tenant Leases and the Seller Leases have been performed in all material respects, no act or omission by Seller has occurred or failed to occur which, with the giving of notice, the lapse of time or both, would constitute a default under any of the Assumed Contracts, the Tenant Leases or the Seller Leases, and each such Assumed Contract, Tenant Lease and Seller Lease is now and at the Closing Date will be in full force and effect without default on the part of Seller;

(d) except as expressly set forth on Schedule 4.19(d), none of the Assumed Contracts, the Tenant Leases or the Seller Leases requires consent to its assignment to and assumption by Buyer, and Seller will use commercially reasonable efforts to obtain any required consents prior to the Closing Date; and

(e) except as expressly set forth on Schedule 4.19(e), the assignment of the Assumed Contracts, the Tenant Leases and the Seller Leases to and the assumption of such Assumed Contracts, Tenant Leases and Seller Leases by Buyer will not result in any penalty or premium, or variation of the rights, remedies, benefits or obligations of any party thereunder.

4.20 Supplies. All the inventory and supplies constituting any part of the Assets are of a quality usable and saleable in the ordinary course of business of the Business except for such inventory or supplies that have expired or become obsolete in the ordinary course of business.

4.21 Insurance. Schedule 4.21 sets forth an accurate schedule disclosing the insurance policies covering the Business, the Controlled Joint Venture Facilities and the Assets, which Schedule reflects the policies' numbers, identity of insurers, amounts, and coverage. All of such insurance policies are in full

force and effect with no premium arrearage. In the last three (3) years, Seller has given in a timely manner to its insurers all notices required to be given under such insurance policies with respect to all of the claims and actions covered by insurance, and no insurer has denied coverage of any such claims or actions. In the last three (3) years, except as set forth on Schedule 4.21, Seller has not (a) received any written notice or other communication from any such insurance company canceling or materially amending any of such insurance policies and, to the Knowledge of Seller, no such cancellation or amendment is threatened or (b) failed to give any material required notice or to present any material claim which is still outstanding under any of such policies with respect to the Business or any of the Assets.

4.22 Third Party Payor Cost Reports. The Hospital has duly filed all required Cost Reports for all fiscal years through and including the fiscal year ended June 30, 2013. All Cost Reports accurately reflect the information required to be included thereon and such cost reports do not claim, and none of the Seller Facilities or Seller have received, reimbursement in any amount in excess of the amounts provided by law or any applicable agreement. Schedule 4.22 indicates which of such Cost Reports have not been audited and finally settled and a brief description of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances and any and all other unresolved claims or disputes in respect of such Cost Reports. Hospital established adequate reserves to cover any potential reimbursement obligations that the Hospital may have in respect of any such Cost Reports, and such reserves are accurately set forth in the Seller Financial Statements.

4.23 Medical Staff Matters. Seller has made available to Buyer true, correct and complete copies of the Hospital's bylaws and rules and regulations of the Hospital's medical staff, as well as a list of all current members of the Hospital's medical staff. Except as set forth on Schedule 4.23, there are no adverse actions with respect to any medical staff member of the Seller Facilities, the Controlled Joint Venture Facilities or, to the Knowledge of Seller, the Minority Joint Venture Facilities, or any applicant thereto, for which a medical staff member or applicant has requested a judicial review hearing that has not been scheduled or has been scheduled but has not been completed, and there are no pending or, to the Knowledge of Seller, threatened disputes with applicants, staff members or health professional affiliates, and all appeal periods in respect of any adverse actions against any medical staff member or applicant have expired. Seller has made available to Buyer appropriate information regarding all adverse actions taken against medical staff members or applicants during the past three (3) years that could result in claims or actions against Seller and which are not disclosed in the minutes of the meetings of the Medical Executive Committee of the Medical Staff of the Seller Facilities, which minutes have been made available to Buyer.

4.24 Accounts Receivable. All accounts receivable constituting a part of the Assets represent and constitute bona fide claims owing to Seller for services actually performed or for goods or supplies actually provided in the amounts indicated on the Seller Financial Statements with no known set-offs, deductions, compromises, or reductions (other than reasonable allowances for bad debts and contractual allowances in an amount consistent with historical policies and procedures of Seller and which are taken into consideration in the preparation of the Seller Financial Statements). Seller has made available to Buyer a complete and accurate aging report of all such accounts receivable, a copy of their policy regarding write-offs of receivables, a schedule of all accounts receivable, whether recorded or unrecorded, which have been assigned to collection agencies or are otherwise held or assigned for collection, a copy of their policies for establishing allowances for doubtful accounts and establishing reserves, and a copy of their charity care policy.

4.25 Experimental Procedures. During the past five (5) years, neither the Seller Facilities nor the Controlled Joint Venture Facilities nor, to the Knowledge of Seller, the Minority Joint Venture Facilities have performed or permitted the performance of any experimental or research procedure or clinical research study involving patients in the Seller Facilities or the Joint Venture Facilities not

authorized and conducted in accordance with the procedures of an Institutional Review Board of such Seller Facilities or Joint Venture Facilities except as set forth on Schedule 4.25.

4.26 Compliance Program. Seller has made available to Buyer a copy of the Seller Facilities' current compliance program materials and, if applicable, the compliance materials of the Joint Venture Facilities, including, without limitation, all program descriptions, compliance officer and committee descriptions, ethics and risk area policy materials, training and education materials, auditing and monitoring protocols, reporting mechanisms, and disciplinary policies. Except as set forth on Schedule 4.26, neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures (a) has been or is a party to an active Corporate Integrity Agreement with the OIG of HHS or Resolution Agreement with the Office of Civil Rights of HHS, (b) has any reporting obligations pursuant to any settlement agreement entered into with any Governmental Entity, (c) to the Knowledge of Seller, has in the last five (5) years been the subject of any Government Reimbursement Program investigation conducted by any federal or state enforcement agency, or (d) has in the past five (5) years been a defendant in any qui tam/False Claims Act litigation and, to the Knowledge of Seller, no such investigation or litigation is threatened. For purposes of this Agreement, the term "compliance program" refers to provider programs of the type described in the compliance guidance published by the OIG of HHS.

4.27 Environmental Matters.

(a) The operations and properties of Seller and the Joint Ventures are and at all times have in all material respects been in compliance with all Environmental Laws, which compliance includes but is not limited to the possession by Seller or the appropriate Joint Venture of all permits and governmental authorizations, licenses and approvals required under applicable Environmental Laws for the operations currently conducted, and compliance with the terms and conditions thereof.

(b) Neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures (nor, to the Knowledge of Seller or any Joint Venture, has any third party) treated, stored, managed, disposed of, transported, handled, released, used or arranged for the disposal of any Material of Environmental Concern, except in the ordinary course of its business and in compliance with all Environmental Laws.

(c) There are no Environmental Claims pending or, to the Knowledge of Seller, threatened against Seller or the Controlled Joint Ventures, and, to the Knowledge of Seller, no circumstances exist that could reasonably be expected to lead to the assertion of an Environmental Claim against any Seller Party.

(d) To the Knowledge of Seller, there are no Environmental Claims pending or threatened against the Minority Joint Ventures, and, to the Knowledge of Seller, no circumstances exist that could reasonably be expected to lead to the assertion of an Environmental Claim against any Minority Joint Venture.

(e) There are no off-site locations (other than locations operated or managed by waste management providers with whom Seller or any Controlled Joint Venture contract) where Seller or the Controlled Joint Ventures has stored, disposed or arranged for the disposal of Materials of Environmental Concern, and neither Seller nor the Controlled Joint Ventures have been notified in writing that such entity is a potentially responsible party at any such location under any Environmental Laws.

(f) To the Knowledge of Seller, there are no off-site locations (other than locations operated or managed by waste management providers with whom any Minority Joint Venture contract) where the Minority Joint Ventures has stored, disposed or arranged for the disposal of Materials of Environmental Concern, and the Minority Joint Ventures have not been notified in writing that such entity is a potentially responsible party at any such location under any Environmental Laws.

(g) Neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have assumed or undertaken or otherwise become subject to any liability or corrective, investigatory or remedial obligation of any other person relating to any Environmental Law.

(h) (i) Except as set forth in Schedule 4.27(h)(i), there are no underground storage tanks located on property owned, leased or operated by Seller, the Controlled Joint Ventures or, to the Knowledge of Seller, the Minority Joint Ventures; (ii) except as set forth on Schedule 4.27(h)(ii), there is no asbestos-containing material (as defined under Environmental Laws) contained in or forming part of any building, building component, structure or office space owned, leased or operated by Seller, the Controlled Joint Ventures or, to the Knowledge of Seller, the Minority Joint Ventures; and (iii) there are no PCBs or PCB-containing items contained in or forming part of any building, building component, structure or office space owned, leased or operated by Seller, the Controlled Joint Ventures or, to the Knowledge of Seller, the Minority Joint Ventures.

(i) No property used in Seller's, the Controlled Joint Ventures' or, to the Knowledge of Seller, the Minority Joint Ventures' operation is subject to an encumbrance imposed by or arising under any Environmental Law, and except as disclosed on Schedule 4.27(i), there is no proceeding pending or, to the Knowledge of Seller, threatened for the imposition of such encumbrance, nor to the Knowledge of Seller, is there any basis for any such encumbrance or proceeding.

(j) To the Knowledge of Seller, the operations of Seller and the Joint Ventures are and at all times have been in compliance with all Laws concerning Medical Waste.

(k) Except as set forth on Schedule 4.27(k), there has been no Release or, to the Knowledge of Seller, threatened Release of any Material of Environmental Concern on, upon, into or from any property owned, leased or operated by Seller or the Joint Ventures.

4.28 Intellectual Property Rights.

(a) Schedule 4.28(a) contains a true, complete and correct list of all material Intellectual Property that is owned by Seller. Except as set forth in Schedule 4.28(a), all Owned Intellectual Property is owned by Seller free and clear of all liens, claims and encumbrances. At the Closing, Seller will transfer to Buyer good and valid title to the Owned Intellectual Property, free and clear of all liens, claims and encumbrances. Except as described in Schedule 4.28(a), Seller has not granted any license to any person or entity relating to any of the Owned Intellectual Property.

(b) Schedule 4.28(b) contains a true, complete and correct list of all material Intellectual Property (other than software available on reasonable terms in consumer retail stores) that is used by Seller and constitutes all intellectual property (other than the Owned Intellectual Property) used in connection with the operation of the Business (the "**Licensed Intellectual Property**").

(c) Seller has not received notice of any unresolved claim asserting a conflict with the rights of another person or entity in connection with the use by it of any of the Intellectual Property listed in Schedule 4.28(a) or 4.28(b).

(d) Except as set forth on Schedule 4.28(d), all patents, registered copyrights and registered trademarks that are a portion of the Intellectual Property of Seller, the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Ventures and applications with respect thereto, (i) have been duly maintained including without limitation the proper, sufficient and timely submission of all necessary filings and fees, (ii) have not lapsed, expired or been abandoned, and (iii) are not the subject of any opposition, interference, cancellation, or other proceeding before any governmental registration or other authority in any jurisdiction. At Closing, Seller will transfer and assign to Buyer valid, subsisting and enforceable rights to continue use of the Licensed Intellectual Property in accordance with its applicable license. To the Knowledge of Seller, the consummation of the transactions contemplated hereby will not impair or invalidate Buyer's rights or ability to use the Licensed Intellectual Property in the ordinary course of business as currently conducted in accordance with its applicable license or other rights, however characterized.

(e) Neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have received any notice that infringement exists by it on the intellectual property rights of any other person or entity that results in any way from the Business, the Assets or the Joint Venture Facilities.

4.29 Absence of Undisclosed Liabilities. Except (i) as and to the extent reflected or specifically reserved against (which reserves are believed adequate in amount) in the Seller Financial Statements, the Controlled Joint Venture Financial Statements or the Minority Joint Venture Financial Statements, and (ii) liabilities incurred in the ordinary course of business since June 30, 2014, neither Seller nor the Controlled Joint Ventures nor, to the Knowledge of Seller, the Minority Joint Ventures have, and are not subject to, any liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, asserted or unasserted, known or unknown.

4.30 Brokers. Except as set forth on Schedule 4.30, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

4.31 No Conflicts of Interest. No member or Affiliate of Seller, any Controlled Joint Venture or, to the Knowledge of Seller, any Minority Joint Venture owns, directly or indirectly, in whole or in part, any real or personal property, tangible or intangible, which Seller, the Seller Facilities, the Joint Ventures or the Joint Venture Facilities is presently using or the use of which is necessary for the Business or operation of any Seller Facility or Joint Venture Facility as presently conducted. No officer, director or member of Seller, any Controlled Joint Venture or, to the Knowledge of Seller, any Minority Joint Venture or any person in the family of or who is a partner of any officer, director or member of Seller or any Joint Venture, (a) is indebted to Seller or any Joint Venture or (b) has any direct or indirect ownership interest in (i) any entity that sells goods or services to Seller or any Joint Venture, (ii) any other entity with which Seller or any Joint Venture is affiliated or with which it has a business relationship or (iii) any entity that competes with Seller or any Joint Venture.

4.32 Material Adverse Change. Since the Balance Sheet Date, Seller, the Controlled Joint Ventures and, to the Knowledge of Seller, the Minority Joint Venture have not experienced events or occurrences that constitute a Material Adverse Change.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER AND REGIONALCARE

Buyer and RegionalCare represent and warrant to Seller the following:

5.1 Existence and Capacity.

(a) Buyer is a Delaware limited liability company that is duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

(b) RegionalCare is a Delaware corporation that is duly organized, validly existing and in good standing under the laws of the State of Delaware. RegionalCare has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

5.2 Powers; Consents; Absence of Conflicts With Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Buyer, and all other agreements referenced herein, or ancillary hereto, to which Buyer is a party, and the consummation of the transactions contemplated herein by Buyer:

(a) are within its powers, are not in contravention of law or of the terms of Buyer's organizational documents and have been duly authorized by all appropriate action;

(b) except as set forth on Schedule 5.2(b), do not require any approval or consent of, or filing with, any Governmental Entity or authority bearing on the validity of this Agreement which is required by law or the regulations of any such agency or authority;

(c) except as set forth on Schedule 5.2(c), will not conflict with, require consent under or result in any breach or contravention of, or the creation of any lien, charge, or encumbrance under, any indenture, agreement, lease, instrument or understanding to which Buyer is a party or by which it is bound or any of its assets is subject;

(d) to the knowledge of Buyer, will not violate any statute, law, ordinance, rule or regulation of any Governmental Entity to which Buyer or the Assets may be subject; and

(e) to the knowledge of Buyer, will not violate any judgment, decree, order, writ or injunction of any court or Governmental Entity to which it may be subject.

5.3 Binding Agreement. This Agreement and all other agreements to which Buyer and RegionalCare will become a party pursuant hereto are and will constitute the valid, legal and binding obligations of Buyer and RegionalCare, and are and will be enforceable against Buyer and RegionalCare in accordance with the respective terms hereof or thereof.

5.4 Litigation. There are no claims, actions, suits, proceedings, investigations, judgments, decrees, orders, writs or injunctions pending or, to the knowledge of Buyer, threatened against or related to Buyer, at law or in equity, or before or by any Governmental Entity. Buyer is not in default under any judgment, decree, order, writ or injunction of any court or Governmental Entity.

5.5 Operations. As of the date hereof, Buyer was recently formed, has no operations, does not own any healthcare facilities and has not generated any revenue.

5.6 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5.7 [CONFIDENTIAL]

ARTICLE VI
COVENANTS PRIOR TO CLOSING

Between the date of this Agreement and the Closing Date:

6.1 Information and Access.

(a) Seller shall afford to the officers and authorized representatives, including any of Buyer's financing sources or potential sources of capital of Buyer, access to and the right to inspect, at Buyer's sole expense, the Seller Facilities, the Joint Venture Facilities, and the Assets and to Seller's books and records relating thereto, and will furnish to Buyer such additional financial data and other information relating to the Assets, the Business and the Minority Joint Venture Business at such times and in such manner as Buyer may from time to time reasonably request of the Hospital's Chief Executive Officer or his designees. No such investigation (or the absence of such investigation) shall diminish or otherwise affect any of the representations, warranties, covenants or agreements of Seller in this Agreement. Notwithstanding anything herein to the contrary, Seller shall not be required to disclose any information regarding medical or employee records, the confidentiality of which is legally protected or to provide access to the Seller Facilities, the Joint Venture Facilities or the Assets in a manner which would unreasonably interfere with the delivery of patient care. Buyer agrees that no inspections shall take place and no employees or other personnel of Seller and the Controlled Joint Ventures shall be contacted by Buyer without Buyer first providing reasonable notice to Steve Carlson, President & Chief Executive Officer, Seller, or his designee, and coordinating such inspection or contact with Seller with persons designated by Seller having the opportunity to participate in any calls or meetings with Seller employees or contract parties.

(b) Prior to the Closing, any release to the public of information with respect to the transactions contemplated in this Agreement will be made only in the form and manner approved by the parties and their respective representatives.

6.2 Operations. Seller shall:

(a) carry on the Business in substantially the same manner as it has been heretofore conducted, not make any material change in personnel, operations, charity care policies, and not make any material change in its finance or accounting policies or practices;

(b) maintain the Seller Facilities, the Controlled Joint Venture Facilities and Assets in substantially the same working order and condition as at present, ordinary wear and tear excepted;

(c) use commercially reasonable efforts to perform in all respects its obligations under agreements relating to or affecting the Assets or the Business, including, without limitation, the Seller Leases and the Tenant Leases;

(d) keep in full force and effect present insurance policies or other comparable insurance coverage pertaining to the Business or the Assets;

(e) use commercially reasonable efforts to maintain and preserve its business organization intact, to retain its present employees (except terminations in the ordinary course of business) and to maintain its relationships with suppliers, physicians, patients and others having business relations with Seller consistent with the ordinary course of business; and

(f) use its commercially reasonable efforts to cause the Minority Joint Ventures to carry on the business of the Minority Joint Ventures in substantially the same manner as such businesses have been heretofore conducted, not make any material change in personnel, operations, and not make any material change in its finance or accounting policies or practices.

6.3 Negative Covenants. Seller shall not, without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed and which shall be given or withheld by Buyer within seven (7) days):

(a) sell, lease or agree to sell or lease any of the Assets except for the depletion of inventories consumed or sold or equipment disposed of in the ordinary course of the business;

(b) engage in any transaction out of the ordinary course of business, including any sale, transfer, joint venture, lease, encumbrance or granting of a security interest in any portion of the Assets;

(c) except as otherwise provided in this Agreement, adopt any new employee benefit plan or make any material change in or to any Benefit Plan other than any such change that is required by law or that, in the reasonable opinion of counsel to Seller after such counsel's discussion with Buyer's counsel, is necessary to maintain the tax qualified status of any such Benefit Plan.

(d) amend, renew or terminate any of the Assumed Contracts, the Tenant Leases or the Seller Leases valued in excess of Two Hundred Fifty Thousand Dollars ($250,000) or enter into any new contract valued annually in excess of Two Hundred Fifty Thousand Dollars ($250,000), provided that such agreements are not with referral sources;

(e) enter into any contract, commitment or arrangement regardless of dollar amount with a referral source;

(f) increase compensation payable or to become payable or make or increase any bonus payment to or otherwise enter into one or more bonus agreements with any employee, independent contractor, consultant, officer or director of Seller, except in the ordinary course of business in accordance with existing personnel policies and consistent with prior practice;

(g) agree in writing or otherwise to change the title or assignment of the Hospital's Chief Executive Officer, Executive Vice President, or Chief Medical Officer;

(h) create, assume or permit to exist any new lease, mortgage, pledge or other lien or encumbrance upon any of the Assets, whether now owned or hereafter acquired;

(i) except to the extent included in the annual budget, acquire (whether by purchase or lease) or sell, assign, lease or otherwise transfer or dispose of any personal property, plant, equipment or real property, except for acquisitions, dispositions or retirement of equipment in the normal course of business;

(j) enter into a collective bargaining agreement;

(k) enter into negotiations with or recognize voluntarily a bargaining representative;

(l) with the exception of Indebtedness being scheduled at Closing incur, assume or guarantee any capital expenditure or Indebtedness not included in the Hospital's routine annual capital

and operating budgets, except in the ordinary course of business and in no case in excess of $1,000,000 in the aggregate or make or forgive any loans, advances or capital contributions to, or investment in, any other Person (other than any wholly-owned subsidiary);

(m) take any action outside the ordinary course of business (apart from those actions contemplated by this Agreement);

(n) reduce in a material respect inventory or supplies of the Seller Facilities or the Controlled Joint Venture Facilities, except in the ordinary course of business and consistent with prior practice;

(o) agree in writing or otherwise to do or fail to do (as applicable) any of the foregoing actions; or

(p) cause the Joint Ventures to engage in any transaction outside of the ordinary course of business.

6.4 Casualty. If any part of the Assets is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty) in whole or in part prior to Closing, and the estimated cost to replace or restore the damaged, lost or destroyed assets ("**Estimated Loss**") is less than Two Million Dollars ($2,000,000), Seller shall replace or restore the damaged, lost or destroyed property or shall transfer the proceeds of applicable insurance to Buyer plus an amount equal to any deductible related thereto. If any part of the Assets is damaged, lost or destroyed (whether by fire, theft, vandalism or other cause or casualty) in whole or in part prior to Closing, and the Estimated Cost is greater than Two Million Dollars ($2,000,000), Buyer may, at its option, either (i) reduce the Purchase Price by the Estimated Loss or (ii) require Seller to transfer the proceeds (or the right to the proceeds) of applicable insurance to Buyer at Closing (including business interruption insurance) plus an amount equal to any deductibles paid or incurred by Seller, and Buyer may replace or restore the damaged, lost or destroyed property. In addition, if the Estimated Loss results in a Material Adverse Change, Buyer may within ten (10) days of such damage, loss or destruction elect to terminate this Agreement, provided that such Material Adverse Change is not cured before December 31, 2014. The deduction in the Purchase Price shall be determined by an MAI appraiser to be mutually selected and paid equally by Seller and Buyer.

6.5 Title Matters/Survey. Buyer will use commercially reasonable efforts to obtain, not later than twenty (20) days after the date of this Agreement, title insurance commitments and copies of underlying documents (the "**Title Commitments**") to issue as of the Closing Date an ALTA owner's policy of title insurance (Form 2006), with extended coverage and zoning endorsements and such other endorsements as Buyer shall reasonably require, for all Owned Real Property, such Leased Real Property as Buyer directs, the Owned Real Property and for the Leased Real Property (which policies with respect to the Leased Real Property shall be leasehold title policies), together with improvements, buildings and fixtures thereon, in amounts equal to the reasonable value assigned to such Real Property by Buyer and in the customary form prescribed for use in the State of Montana. Buyer shall order the Title Commitments through First American's National Commercial Services office located in Memphis, Tennessee, Attention: Ms. Carol Slone (the "**Title Company**"), and such National Commercial Services office shall be responsible for all underwriting decisions with respect to the policy or policies issued pursuant to the Title Commitments. The Title Commitments shall provide for the issuance of such policy (or policies) to Buyer as of the Closing and shall insure fee simple title to the Owned Real Property and leasehold title to the Leased Real Property subject only to the Permitted Encumbrances and Assumed Liabilities. Not later than ten (10) days after the date of this Agreement, Seller shall cause to be prepared an as-built survey of the land and improvements comprising the Owned Real Property and those portions of the Leased Real Property as Buyer shall direct (collectively, the "**Surveys**") by a registered Iowa surveyor in accordance

with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011, and shall include Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17, and 18 of Table A thereof. The Surveys will be certified to Buyer, Seller, and the Title Company and shall include a surveyor's certification acceptable to Buyer and the Title Company. The legal description of the Real Property created by the surveyor shall be used to convey title to Buyer per the special warranty deed or deeds described in Section 3.2(b). Notwithstanding anything to the contrary herein, a Survey shall not be required for any Leased Real Property in which Seller does not own a leasehold interest in the land relating to such Leased Real Property or leased Controlled Joint Venture Real Property. On or before the date that is the later of: (a) twenty (20) days after the date of this Agreement; and (b) ten (10) days after Buyer's receipt of the last of the Title Commitments and Surveys for all of the Real Property described above, Buyer shall deliver to Seller written notice of any title defects, liens, encumbrances or any other title and survey matters that are reasonably not acceptable to Buyer (the "**Title Objections**"). Not less than five (5) days after receiving Buyer's notice, Seller shall notify Buyer in writing of any such Title Objections which Seller is unable or unwilling to cause to be removed or which cannot be insured against prior to or at the Closing; provided, however, Seller must cause to be released (or indemnified over or bonded around) any financing liens or mechanics and materialmen's liens caused by Seller or any of its Affiliates. Seller shall cure any such Title Objections at least ten (10) business days prior to the Closing Date. In the event Seller provides notice to Buyer that they will not or cannot remove, discharge, cure or cause to be insured over by the Title Company (other than financing liens or mechanics and materialmen's liens) any Title Objection, Buyer shall have the right to: (x) terminate this Agreement by giving Seller written notice of such termination within five (5) days after receipt of Seller's notice of unwillingness or inability to cure such Title Objections (provided such right to terminate this Agreement shall be limited to unresolved Title Objections that materially interfere with intended use of the Owned Real Property or Leased Real Property); or (y) consummate the transactions contemplated herein with respect to all Assets without waiving any rights to indemnification with respect to such Title Objections. Seller agrees to deliver any information as may be reasonably requested by the Title Company under the requirements section of the Title Commitment or otherwise in connection with the issuance of Buyer's title insurance policy. Seller also agrees to provide an affidavit of title and/or such other information as the Title Company may reasonably request in order for the Title Company to insure over the "gap" (i.e., the period of time between the effective date of the Title Company's last checkdown of title to such Real Property and the Closing Date) and to cause the Title Company to delete all standard exceptions (including any exception for mechanics liens related to the Real Property) from the final title insurance policy. If, after the condition of title to the Real Property has been approved by Buyer as provided by this Section 6.5, the Real Property becomes encumbered or subject to any matter other than those shown on the original Title Commitments, and if Buyer objects to such new encumbrance or matter, then Seller may, but shall not be obligated to, cure any such objections of Buyer, at Seller's expense, within thirty (30) days after receiving notice of such objections. If any objection described in this paragraph is not satisfied by Seller, Buyer shall have the same rights as described in clauses (x) and (y) in this Section. The costs of such title policy or policies (including the endorsements to such policy or policies, but after taking into account all credits available, including any reissue credits) and the costs of such Surveys (the "**Survey Costs**") shall be shared equally by Buyer and Seller in accordance with the provisions of Section 13.7 herein. Buyer covenants and agrees that it shall be responsible for repairing any damage caused by the Phase I or other environmental surveys conducted prior to the Closing Date.

6.6 Best Efforts to Close. Each party hereto shall use its reasonable best efforts to proceed to Closing and to cause the other party's conditions to Closing to be met as soon as practicable and consistent with the other terms contained herein. Each party hereto shall notify the other party as soon as practicable of any event or matter which comes to such party's attention which may reasonably be expected to prevent the conditions to such party's obligations being met.

6.7 Montana Attorney General. To the extent required by Law, Seller shall provide notices of the transactions contemplated hereby to the Montana Attorney General (the "**MTAG**"). Seller shall provide Buyer the opportunity to review and comment upon such notices prior to the filing of such notices with the MTAG. Each party hereto will provide the MTAG with all information reasonably related to the transactions contemplated hereby that is required or requested by the MTAG, provided that a copy of such information is provided to the other party with sufficient reasonable opportunity for such party to review and comment on such information. Seller, in consultation with Buyer, will pursue diligently the necessary consents and approvals from the MTAG for the sale of the Assets contemplated by this Agreement. Seller hereby agrees to give Buyer prompt notice of and a copy of any request for information from the MTAG related to the transactions contemplated by this Agreement.

6.8 Consents.

(a) Seller will use its commercially reasonable efforts to obtain all permits, approvals, authorizations and consents of all third parties, including all Governmental Entities, in the reasonable opinion of Buyer, necessary or desirable for the purpose of (i) consummating the transactions contemplated hereby or (ii) enabling Buyer to operate the Business in the ordinary course after the Closing. Without limiting the generality of the foregoing, Seller shall use its commercially reasonable efforts to obtain the consent of each other party to any Assumed Contract, Tenant Lease or Seller Lease, whose consent is required in order for Seller to assign such contract or lease to Buyer. If any such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect Seller's rights thereunder so that Buyer would not in fact receive all such rights, Seller shall cooperate in any reasonable arrangement designed to provide for Buyer the benefit under any such claims, rights, contracts, licenses, leases, commitments, sales orders or purchase orders, including, without limitation, enforcement, at no out-of-pocket cost to Seller, of any and all rights of Seller against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

(b) Seller agrees to cooperate reasonably with Buyer in Buyer's efforts (A) to make any required filings, and to obtain any governmental approvals necessary or prepare any document or other material which may be required in order to consummate the transactions contemplated hereby, (B) to respond to any governmental investigation of such transactions, and (C) to defend legal or administrative proceedings challenging such transactions.

6.9 Insurance Ratings. If requested by Buyer, Seller shall take all action reasonably requested by Buyer to enable Buyer to succeed to its workmen's compensation and unemployment insurance ratings, property, automobile or any other insurance policies, deposits and other interests with respect to the operation of the Business and other ratings for insurance or other purposes established by Seller. Buyer shall not be obligated to succeed to any such rating, insurance policies, deposit or other interest, except as it may elect to do so.

6.10 Notice; Efforts to Remedy. Seller shall promptly give notice to Buyer upon becoming aware of the impending occurrence of any event that would cause or constitute a breach of any of the representations, warranties or covenants contained or referred to in this Agreement or cause, or be likely to cause, a Material Adverse Change and shall use its commercially reasonable efforts to prevent or promptly remedy the same.

6.11 Financial Information and Interim Operating Reporting.

(a) No later than October 31, 2014, Seller shall deliver to Buyer audited consolidated Balance Sheets, Income Statements, and Statements of Cash Flows as of and for the fiscal year ended June 30, 2014 of or pertaining to the Business. Such financial statements shall be true, complete and

accurate in all material respects. Except as set forth in the footnotes thereto, such financial statements shall be prepared in accordance with GAAP, applied on a consistent basis throughout the periods indicated. Such Balance Sheets shall present fairly the financial condition of the Business as of the dates indicated thereon, and such Income Statements shall present fairly the results of operations of the Business for the periods indicated thereon.

(b) Within twenty-five (25) calendar days after the end of each calendar month prior to the Closing, Seller shall deliver to Buyer complete copies of Seller's internally prepared financial statements (income statement and balance sheet) for each month then ended, together with a year-to-date compilation as presented to its Chief Executive Officer and/or Board of Trustees. All of such financial statements shall be prepared in a manner consistent with Seller's historic practices with respect to internal financial statements and intending to be consistent with the provisions of Section 4.4 relating to unaudited financial statements.

(c) Seller shall request copies of the financial statements of the Minority Joint Ventures no later than ten (10) days after the end of each calendar quarter prior to the Closing and, upon receipt, Seller shall promptly deliver to Buyer complete copies of each Minority Joint Venture's internally prepared financial statements (income statement and balance sheet) for each quarter then ended, together with a year-to-date compilation as presented to such Minority Joint Venture's Chief Executive Officer and/or Board of Trustees. All of such financial statements shall be prepared in a manner consistent with each Minority Joint Venture's historic practices with respect to internal financial statements and intending to be consistent with the provisions of Section 4.4 relating to unaudited financial statements.

(d) Seller shall cause its officers to confer on a frequent and regular basis with one or more representatives of Buyer to report operational matters in respect of the Seller Facilities, the Joint Venture Facilities and the Business and to report the general status of on-going operations. Seller shall notify Buyer in writing of any unexpected emergency or other materially adverse unanticipated change in the Business and of any governmental complaints, investigations or adjudicatory proceedings (or communications indicating that the same may be contemplated) and shall keep Buyer fully informed of such events and permit Buyer's representatives to participate in all discussions relating thereto.

6.12 Termination of Employees. As of the Effective Time, Seller shall terminate or cause to be terminated the employment of all Employees listed in accordance with Section 4.17(a). Seller is responsible for providing benefits and rights to such Employees under the Benefit Plans as a result of such termination of employment.

6.13 Tail Insurance. For each general or professional liability policy that is written on a claims-made basis, Seller, at its sole cost and expense, shall obtain "tail" insurance to insure against professional and general liabilities of Seller, the Seller Facilities and/or the Assets relating to all periods ending on or prior to the Closing Date. Such tail insurance shall have coverage levels equal to the current general and professional liability policies insuring Seller, the Business and the Assets.

6.14 Supplements to Schedules. Each party shall update, supplement or correct the schedules hereto pursuant to Section 13.1.

6.15 No Shop. Seller agrees that it shall not, and shall direct and cause, its trustees, officers, directors, employees, agents and representatives (including but not limited to is broker, attorneys and accountants) not to directly or indirectly without the prior written consent of Buyer: (a) offer for sale or lease the Assets (or any portion thereof) or any ownership interest in any entity owning any of the Assets, (b) solicit offers to buy or lease all or any portion of the Assets or any ownership interest in any entity owning any of the Assets, (c) initiate, encourage or provide any documents or information to any third

party in connection with, or discuss or negotiate with any person regarding any inquires, proposals or offers relating to, any disposition of all or any portion of the Assets or a merger or consolidation of any entity owning any of the Assets or (d) enter into any agreement or discussions with any party (other than Buyer) with respect to the sale, assignment or other disposition of all or any portion of the Assets or any ownership interest in any entity owning any of the Assets or with respect to a merger or consolidation of any entity owning any of the Assets. Seller shall promptly advise Buyer by telephone and thereafter confirm in writing of any inquiries, proposals or discussions are sought to be initiated with or received by Seller and shall notify such third party of Seller's unwillingness to discuss any other proposed transaction unless and until this Agreement is terminated in accordance with its terms.

6.16 List of Personnel. Within 10 days of the execution of this Agreement, Seller, the Seller Facilities and the Joint Venture Facilities shall provide, in an Excel format, the full name, job title, address and social security number of (1) each Employee, and (2) each member of the medical staff of the Seller Facilities and/or the Joint Venture Facilities. Buyer shall utilize this list to attempt to confirm that no Employee or medical staff member: (i) has been excluded from participating in any Government Payment Program; (ii) has been convicted of any crime involving the Healthcare Laws; (iii) is in default of a HEAL Student Loan; (iv) is currently properly licensed; and (v) has been sanctioned, disciplined or had his/her license revoked, suspended or terminated in any state (any such person a "**Sanctioned Person**").

6.17 Tenant Estoppels. Seller will use commercially reasonable efforts to deliver to Buyer at least ten (10) business days prior to the Closing Date, either in the form attached hereto as Exhibit 6.17 (the "**Tenant Estoppel**") or in such other form as may be prescribed in any relevant Tenant Lease, estoppel certificates for the leases set forth on Schedule 6.17, pursuant to which each such tenant shall certify as of a date within sixty (60) days of the Closing Date all of the matters set forth on the Tenant Estoppel or on the form prescribed in the relevant Tenant Lease, as the case may be (the "**Tenant Estoppel Threshold**"). If the Tenant Estoppel Threshold is not timely met, despite Seller' efforts to obtain the same, then Buyer shall have the right either to (i) require Seller, in Seller's name, to provide an estoppel certificate for any missing tenant estoppel certificates in the form and substance of the Tenant Estoppel or the form prescribed in the relevant Tenant Lease, as the case may be, with such changes that are necessary to reflect that Seller is making the same, or (ii) waive the requirement of satisfaction of this condition precedent and proceed with the Closing. If the terms and provisions in the immediately preceding sentence become applicable and Seller complies with their obligations under clause (i) in such sentence (presuming Buyer elects the alternative provided by such clause (i)), then the condition precedent in Section 8.10 shall be deemed to have been satisfied.

6.18 [CONFIDENTIAL]

6.19 [CONFIDENTIAL]

6.20 Condominium Property. Prior to the Closing, Seller will take, or cause to be taken, the following actions in connection with those portions of the Real Property that are leasehold or fee interests in condominium units (the "**Condominium Property**"):

(a) Seller will execute and record in the public real property records of Missoula County, Montana an instrument subordinating its fee interest in that certain portion of the Real Property that was subjected to a leasehold condominium regime pursuant to that certain Declaration of Condominium Under Unit Ownership Act Pertaining to Missoula Community Physicians Center, dated May 12, 1978, and recorded May 16, 1978, of record in Volume 117, Page 1466, real property records of Missoula County, Montana;

(b) Seller will execute and cause to be recorded a Declaration of Easements in form reasonably acceptable to Buyer (the "**Declaration of Easements**") that will grant to all of the unit owners and the condominium associations of Community Physicians Center #3 and Community Physicians Center #3, Phase II, which buildings are located at 2835 Fort Missoula Road, Missoula, Montana 59804, perpetual, non-exclusive easements for parking, access and utility services over that portion of the Owned Real Property that comprises the Hospital's campus;

(c) Seller will obtain and cause to be delivered to Buyer written waivers of all rights of first offer or rights of first refusal encumbering the Real Property from all owners and beneficiaries of such rights; and

(d) Seller shall use commercially reasonable efforts to obtain approved, executed and recorded amendments to the restrictions and covenants affecting the Condominium Property that will provide that the owner of fee simple interest to that portion of the Owned Real Property on which the Hospital is located (the "Hospital Owner") will have the right to enforce all such restrictions and covenants, regardless of whether the Hospital Owner owns any condominium units in any of the Condominium Property.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification by Buyer.

(a) Subject to the limitations set forth in Section 7.7 hereof, Buyer shall indemnify, defend and hold harmless Seller and its officers, trustees, members and employees (collectively, "**Buyer Indemnified Parties**") from and against any and all liabilities, losses, damages, demands, claims, suits, actions, judgments, causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, attorneys' fees, any and all expenses incurred in investigating, preparing and defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "**Damages**"), asserted against, resulting to, imposed upon, or incurred or suffered by any of them, directly or indirectly, as a result or arising out of the following:

(i) any misrepresentation or breach of warranty by Buyer under this Agreement or the other agreements and documents executed and delivered by Buyer pursuant to this Agreement;

(ii) any breach by Buyer of any covenant or agreement of Buyer under this Agreement or the other agreements contemplated hereby; and/or

(iii) any of the Assumed Liabilities.

(b) For purposes of calculating the amount of any Damages incurred, arising out of or relating to a breach or inaccuracy, no effect shall be given to any materiality, material or Material Adverse Change, or any similar materiality qualifiers, modifiers or limitations of any representation or warranty of Buyer.

(c) If any Third Party Payor deducts any amount from payments due any of the Buyer Indemnified Parties in respect of claims against or amounts owed by Buyer, Buyer will promptly reimburse the Buyer Indemnified Parties for the amounts so deducted within twenty (20) days after written demand therefor by the Buyer Indemnified Parties. The Buyer Indemnified Parties shall give

prompt written notice to Buyer of the assertion of any claim, formal or informal, by any Third Party Payor for which, if deducted by such Third Party Payor, the Buyer Indemnified Parties would be entitled to reimbursement by Buyer hereunder and will cooperate in good faith, at no out-of-pocket cost to such Buyer Indemnified Parties, with Buyer to permit Buyer to mitigate, contest or appeal the amount of any such claim by any such Third Party Payor.

7.2 Indemnification by Seller.

(a) Subject to the limitations set forth in Section 7.7 hereof, Seller shall indemnify, defend and hold harmless Buyer and its respective officers, directors, employees, shareholders and affiliates (collectively, the "**Seller Indemnified Parties**") from and against any and all Damages asserted against, resulting to, imposed upon, or incurred or suffered by any of them, directly or indirectly, as a result or arising out of the following:

(i) any misrepresentation or breach of warranty by Seller under this Agreement or the other agreements and documents executed and delivered by Seller pursuant to this Agreement;

(ii) any breach by Seller of any covenant or agreement of Seller under this Agreement or the other agreements contemplated hereby;

(iii) any of the Excluded Liabilities; and/or

(iv) [CONFIDENTIAL].

(b) For purposes of calculating the amount of any Damages incurred, arising out of or relating to a breach or inaccuracy, no effect shall be given to any materiality, material or Material Adverse Change, or any similar materiality qualifiers, modifiers or limitations of any representation or warranty of Seller.

(c) If any Third Party Payor deducts any amount from payments due any of the Seller Indemnified Parties in respect of claims against or amounts owed by Seller, Seller will promptly reimburse the Seller Indemnified Parties for the amounts so deducted within twenty (20) days after written demand therefor by the Seller Indemnified Parties. The Seller Indemnified Parties shall give prompt written notice to Seller of the assertion of any claim, formal or informal, by any Third Party Payor for which, if deducted by such Third Party Payor, the Seller Indemnified Parties would be entitled to reimbursement by Seller hereunder and will cooperate in good faith, at no out-of-pocket cost to such Seller Indemnified Parties, with Seller to permit Seller to mitigate, contest or appeal the amount of any such claim by any such Third Party.

(d) For the avoidance of doubt, claims for Damages incurred by a Seller Indemnified Party with respect to any Damages incurred by any Joint Venture will be limited to the applicable percentage ownership of such Joint Venture.

7.3 Procedure for Indemnification – Third Party Claims.

(a) Promptly following a party seeking indemnification's receipt of notice of any demand, claim, action or proceeding made or brought by a third party (a "**Third-Party Matter**"), such Indemnified Party will, if a claim is to be made against an indemnifying party pursuant to this Article VII, give prompt written notice to the indemnifying party of the Third-Party Matter (a "**Third-Party Claims Notice**").

(b) The indemnifying party will, unless the Third-Party Matter involves Taxes, be entitled to participate in such proceeding and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurances to the indemnified party of its financial capacity to defend such Third-Party Matter and provide indemnification with respect to such Third-Party Matter), to assume the defense of such Third-Party Matter with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Third-Party Matter, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Section 7.3 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Matter, in each case subsequently incurred by the indemnified party in connection with the defense of such third-party proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Third-Party Matter, (A) it will be conclusively established for purposes of this Agreement that the claims made in the Third-Party Matter are within the scope of and subject to indemnification in accordance with this Article VII; and (B) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (I) there is no finding or admission of any violation of the law or any violation of the rights of any person and no effect on any other claims that may be made against the indemnified party; (II) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and (III) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If a Third-Party Claims Notice is delivered to an indemnifying party of a Third-Party Matter and the indemnifying party does not, within ten (10) days after delivery of the notice, notify the indemnified party in writing of its election to assume the defense of such Third-Party Matter, the indemnifying party will be bound by any determination made in such Third-Party Matter and/or any compromise or settlement effected by the indemnified party and will promptly reimburse the indemnified party in accordance with the provisions hereof.

(c) Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Third-Party Matter may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by written notice to the indemnifying party, assume the exclusive right to defend, compromise or settle such Third-Party Matter. Under such circumstances, the indemnifying party will only be bound by and liable in the event of a formal resolution if the matter is defended reasonably and in good faith and, if settled, will only be liable for any settlement effected with its consent (but such consent may not be unreasonably withheld and will be given so long as the settlement is entered into reasonably and good faith).

7.4 Procedure for Indemnification – Non-Third-Party Claims. Whenever any claim shall arise for indemnification hereunder not involving any Third-Party Matter (a "**Non-Third-Party Matter**"), the indemnified party will, if a claim is to be made against an indemnifying party pursuant to this Article VII, give prompt written notice after such indemnified party has actual knowledge of the facts constituting the basis for such claim to the indemnifying party (a "**Non-Third-Party Claims Notice**"). The Non-Third-Party Claims Notice shall specify, if known, the amount or an estimate of the amount of the Damages arising therefrom.

7.5 Delayed Notice. Notwithstanding the foregoing, the failure to notify the indemnifying party promptly of a Third-Party Matter and/or a Non-Third-Party Matter will not relieve the indemnifying party of any liability that it may have to the indemnified party, except to the extent that the indemnifying party demonstrates that the liability has been increased and/or the defense of such action has been prejudiced by the indemnified party's failure to provide such notice and only to the extent of such increase and/or prejudice.

7.6 Survival Claims Period. No claim for indemnification may be asserted hereunder unless the party seeking indemnification gives the other party or parties notice of such claim before the end of the applicable Survival Period; provided that where notice of such claim has been timely given, such claim shall survive the expiration of the Survival Period.

7.7 Limitations On Any Indemnification Claims. The ability of the parties to seek indemnification pursuant to this Article VII shall be limited in the following manner:

(a) No Seller Indemnified Party nor Buyer Indemnified Party shall make any claim for any indemnification with respect to any matter or series of related matters under Section 7.2(a)(i) or Section 7.1(a)(i) unless the amount of such claim exceeds Fifty Thousand Dollars ($50,000) individually or in the aggregate.

(b) No Seller Indemnified Party nor Buyer Indemnified Party shall make any claim for indemnification with respect to any matter under Section 7.2(a)(i) or Section 7.1(a)(i) until the aggregate amount of all claims being made by such party exceeds Five Hundred Thousand Dollars ($500,000) (the "**Basket**"), and at such time such indemnified party shall only be entitled to recover for Damages in excess of the Basket.

(c) The liability of Seller for indemnification under Section 7.2(a)(i) and Buyer for indemnification under Section 7.1(a)(i), respectively, shall be limited to an amount equal to Eight Million Dollars ($8,000,000). The liability of Seller for indemnification under Section 7.2(a)(ii) and Buyer for indemnification under Section 7.1(a)(ii), respectively, shall not be subject to the limitations in Section 7.7(a) or Section 7.7(b), but shall be limited to an amount equal to the Purchase Price.

(d) Notwithstanding the foregoing, any claims having their bases in the following shall not be subject to the thresholds established in Section 7.7(a), Section 7.7(b) and Section 7.7(c) above: (i) breach of the representations and warranties contained in the first sentence of Section 4.11 of this Agreement; (ii) fraud or intentional misrepresentation; (iii) breach by Buyer of its obligation to pay the Purchase Price; or (iv) any claims made pursuant to Sections 7.1(a)(iii), 7.2(a)(iii) or 7.2(a)(iv); provided, any claims having their bases in Section 7.7(d)(i) shall be limited to an amount equal to the Purchase Price.

(e) Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, no party hereto shall be liable to any other Person, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of such other Person, or any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

Notwithstanding anything herein to the contrary, the obligations of Buyer to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Buyer at or prior to the Closing:

8.1 Representations/Warranties. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct in all respects, and those not so

qualified shall be true and correct in all material respects, when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Seller on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

8.2 Pre-Closing Confirmations. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Buyer has:

(a) received all Approvals from Governmental Entities whose Approval is required to complete the transactions herein contemplated, including a "no action" statement from the Attorney General of the State of Montana reasonably acceptable to Buyer and Seller;

(b) received confirmation from all applicable licensure agencies that upon the Closing all licenses required by law to operate each of the Seller Facilities and the Assets as currently operated will be transferred to, or issued or reissued in the name of, Buyer;

(c) obtained reasonable assurances that Medicare and Medicaid certification of the Seller Facilities for their operation by Buyer will be effective as of the Closing Date and that Buyer may participate in and receive reimbursement from such programs effective as of the Closing Date; and

(d) the parties shall have agreed to the Physician Recruitment Plan described in Section 10.13.

8.3 Actions/Proceedings. No action, investigation or proceeding involving or before a court or any other Governmental Entity or body involving or related to Seller, the Joint Ventures, the Hospital, the Business, the Minority Joint Venture Business or the Assets shall have been instituted or threatened that may reasonably be expected to prohibit the sale of the Assets or seeks damages in a material amount by reason of the consummation of the transactions herein contemplated.

8.4 Adverse Change. Since the date hereof, none of the Hospital, the Seller Facilities, the Joint Venture Facilities, the Business or the Minority Joint Venture Business shall have suffered events, changes or occurrences that constitute a Material Adverse Change.

8.5 Insolvency. Seller shall not: (a) be in receivership or dissolution; (b) have made any assignment for the benefit of creditors; (c) have admitted in writing their inability to pay its debts as they mature; (d) have been adjudicated bankrupt; or (e) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Seller and not dismissed.

8.6 Vesting/Recordation. Seller shall have furnished to Buyer, in form and substance reasonably satisfactory to Buyer, assignments or other instruments of transfer and consents and waivers by others necessary or appropriate to transfer to and effectively vest in Buyer all right, title, and interest in, to and under the Assets, in proper statutory form for recording if such recording is necessary or appropriate.

8.7 Material Consents. Seller shall have furnished to Buyer, in form and substance reasonably satisfactory to Buyer, evidence of consent to the assignment of the contracts, arrangements and leases set forth on Schedule 8.7.

8.8 Title Insurance and Survey. Buyer shall have received the Title Commitments from the Title Company and the Surveys in conformity with Section 6.5 and the Title Company will be prepared to issue title insurance policies based on the Title Commitments and Surveys.

8.9 Delivery of Certain Documents. At the Closing, Seller shall have delivered to Buyer all documents, agreements and instruments contemplated by Section 3.2.

8.10 Tenant Estoppels. Buyer shall have received the Tenant Estoppels or other satisfactory evidence as set forth in Section 6.17.

8.11 Joint Ventures. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that (i) Buyer shall be admitted as a full member to the Joint Ventures effective as of the Effective Time, (ii) Buyer shall be entitled to all governance and/or financial rights held by Seller in the Joint Ventures effective as of the Effective Time, and (iii) all other joint venture parties have waived any and all rights of first refusal, purchase, put or call options related to their interests in the respective Joint Venture.

8.12 [CONFIDENTIAL]

8.13 Condominium Property. Buyer shall have obtained documentation or other evidence satisfactory to Buyer in its reasonable discretion that Seller has taken the actions set forth in Section 6.20.

8.14 [CONFIDENTIAL]

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

Notwithstanding anything herein to the contrary, the obligations of Seller to consummate the transactions described herein are subject to the fulfillment, on or prior to the Closing Date, of the following conditions precedent unless (but only to the extent) waived in writing by Seller at the Closing:

9.1 Representations/Warranties. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, when made and as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

9.2 Governmental Approvals. All material consents, authorizations, orders and approvals of (or filings or registrations with) any Governmental Entity or other party required in connection with the execution, delivery and performance of this Agreement shall have been obtained, except for any documents required to be filed, or consents, authorizations, orders or approvals required to be issued, after the Closing Date. Buyer shall also have obtained documentation or other evidence satisfactory to Seller in their reasonable discretion that Buyer has:

(a) received Approval from all Governmental Entities whose Approval is required to complete the transactions herein contemplated, including a consent or "no action" statement from the Attorney General of the State of Montana acceptable to Buyer and Seller;

(b) received confirmation from all applicable licensure agencies that upon the Closing all licenses required by law to operate each of the Seller Facilities and the Assets as currently operated will be transferred to, or issued or reissued in the name of, Buyer; and

(c) obtained reasonable assurances that Medicare and Medicaid certification of the Seller Facilities for their operation by Buyer will be effective as of the Closing Date and that Buyer may participate in and receive reimbursement from such programs effective as of the Closing Date.

9.3 Actions/Proceedings. No action or proceeding before a court or any other Governmental Entity or body shall have been instituted or threatened that may reasonably be expected to prohibit the sale of the Assets or seeks damages in a material amount by reason of the consummation of the transactions herein contemplated.

9.4 Physician Recruitment Plan. The parties shall have agreed to the Physician Recruitment Plan described in Section 10.13.

9.5 [CONFIDENTIAL]

9.6 Delivery of Certain Documents. At the Closing, Buyer shall have delivered to Seller all documents, agreements and instruments contemplated by Section 3.3.

ARTICLE X
ADDITIONAL COVENANTS

10.1 Offerees.

(a) At or prior to Closing, Buyer shall offer employment to all employees who are actively employed by, and in good standing, as reasonably determined by Buyer, with, Seller at Closing, subject to Buyer's customary pre-employment screenings and employment practices, policies, and procedures, except as otherwise set forth on Schedule 10.1 hereto and as otherwise provided herein below; provided, that all currently represented bargaining unit employees of Seller will be offered employment under the terms and conditions of employment outlined within the Collective Bargaining Agreements (the Employees who receive such employment offers from Buyer are collectively referred to herein as the "**Offerees**"). Such offers shall be for positions and at compensation comparable to that enjoyed by such Offerees immediately prior to Closing, and will include the opportunity to participate in employee benefit plans provided by Buyer that are comparable to either the benefits provided to such Offerees immediately prior to Closing or the benefits provided at similar hospitals owned or operated by Buyer or an Affiliate. Nothing herein shall be deemed to affect or limit in any way normal management prerogatives of Buyer with respect to Offerees. Nothing herein shall be deemed to create or grant to any such employee or Offeree third-party beneficiary rights or claims or causes of action of any kind or nature. Notwithstanding the foregoing, Buyer hereby agrees to not reduce the compensation payable to any Offerees for a period of twelve (12) months following the Closing Date.

(b) Following the Closing Date, Buyer shall take the following actions: (i) waive any limitations regarding pre-existing conditions and eligibility waiting periods under any health benefit maintained for the benefit of the Offerees (the "**Buyer's Benefit Plans**"), (ii) provide each Offeree with credit for any co-payments and deductibles paid prior to the Closing Date in satisfying any applicable deductible or out-of-pocket requirements under such health plans, and (iii) for eligibility, vesting and vacation accrual purposes under the plans and policies of Buyer, recognize seniority and service by the Offerees with Seller and its ERISA Affiliates immediately prior to Closing as service with Buyer.

10.2 Board of Managers. Promptly following the Closing, Buyer shall form a board of managers (the "**Board of Managers**") to have overall oversight and ultimate authority over the affairs of the Business. The governing document and Articles of Organization of Buyer, substantially in the form attached hereto as Exhibit 10.2(a) and 10.2(b), respectively (the "**Buyer Governing Documents**") shall provide that the Board of Managers shall consist of seven (7) members, including the following: (i) four (4) individuals appointed by RCHP-Montana, (ii) two (2) individuals appointed by Billings Clinic so long as Billings Clinic owns an interest in Buyer, and (iii) one (1) representative of the Missoula community, appointed by Seller, who shall not be employed by any of the parties hereto. The Buyer Governing Documents shall provide that if Buyer acquires or merges with other health systems in the future or otherwise implements an organizational or corporate reorganization and such organization continues to operate the Business, Seller shall continue to appoint at least one (1) voting member to the Board of Managers. Any proposed future amendment to the Buyer Governing Documents limiting the rights of Seller granted pursuant to this Section 10.2 shall require the consent of Seller.

10.3 Board of Trustees. Promptly following the Closing, Buyer, in consultation with Seller, shall form a board of trustees for the Hospital (the "**Board of Trustees**"), which will at all times include at least four (4) physicians, five (5) community members and the Chief Executive Officer of the Hospital (the "**Hospital CEO**"). The Hospital CEO shall be an ex officio (non-voting) member of the Board of Trustees. The Board of Trustees shall be governed by Bylaws that shall be agreed upon by Buyer and Seller prior to the Closing. The Board of Trustees shall meet on a regular basis and have the following responsibilities (subject to the Board of Director's ultimate authority over financial and strategic decisions):

(a) providing oversight with respect to compliance with applicable accreditation requirements including but not limited to credentialing and other medical staff matters;

(b) providing oversight for institutional planning, making recommendations for new clinical services, participating in an annual review of the Business' strategic and financial plan and goals;

(c) reviewing and providing input into any substantive changes in the services provided by the Business.

(d) reviewing and recommending approval of operating and capital budgets as well as making recommendations with respect to the expenditure of the Strategic Initiatives Commitment (as defined below);

(e) making recommendations with respect to quality assessment and improvement programs;

(f) providing oversight of risk management programs relating to patient care and safety;

(g) fostering community relationships and identifying community service opportunities;

(h) reviewing disaster plans that deal with both internal (e.g., fire) and external disasters; and

(i) evaluating recruitment needs to ensure adequate medical staff capacity to continue to meet community needs.

10.4 Billings Clinic Governance. Promptly following the Closing, Billings Clinic shall cause its bylaws and Articles of Incorporation (the "**BC Organizational Documents**") to be amended to provide the following:

(a) The board of directors of Billings Clinic (the "**BC Board**") will be comprised of the number of members provided under the BC Organizational Documents; provided, however that one (1) voting member will be appointed by Seller (such appointee, the "**CMC Appointee**"). The initial CMC Appointee shall be acceptable to and approved by the BC Board in its absolute discretion.

(b) The individual serving as the CMC Appointee: (i) must be approved, and may be removed, by the BC Board, with such approval/removal being in the BC Board's reasonable discretion; (ii) must be an community member and not currently or formerly employed by Buyer, Seller, Buyer Parent, RegionalCare, Billings Clinic or Seller, and (iii) shall attend to and participate in the BC Board activities in a manner consistent with prudent governance practices and the BC Organizational Documents.

(c) During such period that there is a CMC Appointee on the BC Board, any proposed future amendment to the BC Organizational Documents materially limiting the rights of the CMC Appointee shall require the consent of Seller. Any other amendments to the BC Organizational Documents may be made as provided therein.

(d) The right of Seller to appoint the CMC Appointee to the BC Board shall exist for a period of not less than ten (10) years; provided, however, that such right shall terminate: (i) if Buyer or its successors or Assignees no longer owns or controls the Business; (ii) if Billings Clinic creates a system board and the BC Board determines that Seller should instead appoint the CMC Appointee to a seat on the governing board of such system; or (iii) if Billings Clinic no longer holds a membership interest with voting rights in Buyer. Following the ten (10) year anniversary of the Closing Date, the BC Board shall determine whether to extend the right of Seller to appoint a CMC Appointee to the BC Board, taking into consideration the most appropriate forum for Seller's participation within the Billings Clinic organization and its affiliated health system.

(e) The rights granted to Seller pursuant to this Section 10.4 are unique to Seller and shall not be delegated, transferred or assigned (including by operation of law), in whole or in part, with or without consideration, without the prior written consent of Billings Clinic.

10.5 Billings Clinic Brand.. Promptly following the Closing, the parties intend for the relationship to be publicized with appropriate branding. Buyer and Billings Clinic will work closely with the Board of Trustees to develop a brand identity for the Business, including the level and timing of co-branding with the Billings Clinic brand, while attempting to preserve the Hospital identity as reasonably determined by the Board of Trustees. Any use of the Billings Clinic brand will be subject to the parties entering appropriate commercially reasonable license agreements (the "**License Agreements**"). Once the parties incorporate the Billings Clinic brand into the brand identity of the Business, the use of the Billings Clinic brand will continue for as long as Billings Clinic remains a member of Buyer, but nonetheless always subject to the terms of the License Agreements.

10.6 Billings Clinic Integration. Within one (1) year after Closing, Buyer and Billings Clinic will develop a transition plan regarding how Billings Clinic and Buyer will work together on integration issues, including the development of physician leadership.

10.7 [CONFIDENTIAL]

10.8 [CONFIDENTIAL]

10.9 Right of First Refusal.

(a) Notice. If Buyer, Buyer Parent or RCHP-Montana enters into any bona fide letter of intent, term sheet, binding agreement or other similar arrangement to effect, directly or indirectly, a Change of Control transaction of Buyer, Buyer Parent, or RCHP-Montana, then Buyer Parent shall promptly provide written notice ("**Notice**") to Seller at least sixty (60) days prior to the closing of such transaction. Buyer Parent's Notice must (i) provide reasonable detail of the transaction, including without limitation the nature of the prospective purchaser's or transferee's offer, the consideration to be paid, and the name and address of such purchaser or transferee and (ii) include copies of any letter of intent, term sheet, binding agreement or other arrangement with respect to any Change of Control transaction.

(b) ROFR. For a period of sixty (60) days following the receipt of such Notice, Seller shall have the right to purchase the assets or equity specified in such Notice under the same terms and conditions set forth in such Notice. Seller's right of first refusal shall be exercisable by delivering written notice thereof to the Buyer Parent prior to the sixty- (60-) day exercise period expiring, and thereafter, Seller shall have one hundred twenty (120) days to close, subject to extensions necessary to accommodate any regulatory approvals.

(c) Exceptions. The provisions of this Section 10.9 do not apply to (i) any transaction in which the net revenues of the Business represent less than fifty percent (50%) of the aggregate net revenues of the businesses included in the proposed transaction or (ii) a Change of Control of any RegionalCare Affiliate except Buyer or Buyer Parent, or Billings Clinic.

(d) Assignment. The rights granted to Seller pursuant to this Section 10.9 are unique to Seller and shall not be delegated, transferred or assigned (including by operation of law), in whole or in part, with or without consideration, without the prior written consent of Buyer Parent.

10.10 Charity Care Policies and Community Obligations.

(a) Buyer shall adopt, maintain, and adhere to Hospital's current policies on charity and indigent care or adopt other policies and procedures that are at least as favorable to the indigent and uninsured as Hospital's existing policies and procedures, subject to reasonable and appropriate revision in the event of increases in reimbursement due to changes to governmental or other programs related to the provision of services to the indigent and uninsured.

(b) Buyer agrees to continue to provide care through community-based health programs, including cooperation with local organizations that sponsor healthcare initiatives to address identified community needs and improve the health status of the elderly, poor, and other at-risk populations in the community.

10.11 General Capital Expenditures. After the Closing Date and for a period of ten (10) years thereafter, Buyer shall make average annual routine capital expenditures in connection with the operation of the Business equal to three percent (3%) of the Business's net patient revenue, including but not limited to the Hospital's physician group (the "**Routine CapEx Commitment**"). As used herein, "routine capital expenditures" shall include, for example, expenditures for routine and unforeseen maintenance, new equipment, equipment replacement, and facility renovations. The Routine CapEx Commitment shall not, however, include the Strategic Initiative Expenditures addressed in Section 10.12 below or expenditures related to physician recruitment addressed in Section 10.13 below.

10.12 Strategic Initiatives Commitment. During the ten-year period following Closing, Buyer shall fund no less than an aggregate of Sixty Million Dollars ($60,000,000) (the "**Strategic Initiatives Commitment**") for strategic initiatives including but not limited to capital initiatives; provided, however, that such expenditures shall not include expenditures for provider recruitment or Routine CapEx Commitment. Subject to the deferral rights described in this Section 10.12, any amount of the Strategic Initiatives Commitment not paid for such purposes shall be paid to Seller at the end of the ten (10) year period following Closing, provided that Seller shall apply such funds to the advancement of healthcare in the Western Montana Service Area. Notwithstanding the foregoing, Buyer's obligations hereunder shall be deferred or modified upon agreement of Buyer and the Board of Trustees, in the event of changes of circumstances, meaning either (i) exigent financial circumstances, which shall mean a material decline in general national economic conditions, or national health care capital markets; provided that any such invocation of exigent financial circumstances shall only be a deferral of such obligation until such exigent financial circumstances subside and shall be deferred only for a period of up to twenty-four (24) months, or (ii) changes in regulatory requirements rendering such payments unlawful.

10.13 Provider Recruitment and Development. Promptly following the date hereof, Buyer and a third-party consultant retained by Buyer and mutually agreeable to Seller will collaborate with the Hospital's medical staff, the Board of Trustees and the Hospital's administration to establish a five-year physician recruitment plan, which plan will be agreed upon by Buyer and Seller prior to the Closing (the "**Physician Recruitment Plan**"). The Physician Recruitment Plan will include reasonable definitions and mechanisms for future modification of the Physician Recruitment Plan; provided, any material modification of the Physician Recruitment Plan will require approval of the Board of Trustees. In addition, the status of the plan will be presented to the Seller annually. Buyer will give good faith consideration to Seller's suggestions regarding the Physician Recruitment Plan. Notwithstanding the foregoing, any modification to such Physician Recruitment Plan shall not reduce the Total Recruitment Obligation (as defined below). Following the Closing, Buyer shall commit necessary resources to implement the Physician Recruitment Plan. Pursuant to the Physician Recruitment Plan, Buyer shall recruit to the Hospital, during the five (5) years following the Closing Date, at least sixty (60) health care providers, of which at least forty (40) shall be physicians. For the ten-year period following the Closing Date, Buyer shall commit a total of Forty Million Dollars ($40,000,000) to fulfill health care provider and physician recruitment needs as established through the Physician Recruitment Plan (the "**Total Recruitment Obligation**"), at least half of which shall be committed during the five (5) years following the Closing Date.

10.14 Continuation of Essential Services. During the ten-year period following Closing, Buyer will continue to provide the services set forth on Schedule 10.14 (the "**Essential Services**") consistent with past practice, in each case subject to: (a) the availability of qualified physicians, (b) commercial reasonableness and financial viability of such programs, (c) changes in the delivery of healthcare services, (d) a substantial reduction in reimbursement with respect to such service which has resulted in similarly situated hospitals discontinuing the provision of such service or services comparable thereto, (e) exigent financial circumstances, and (f) regulatory requirements, as determined by Buyer after consultation with the Board of Trustees. Such consultation shall include a presentation by Buyer to the Board of Trustees, such presentation including Buyer's intentions and rationale regarding the termination of any Essential Service and an opportunity for the Board of Trustees to confer with appropriate representatives of Buyer regarding such intentions and rationale. An Essential Service is not commercially reasonable or financially viable, only if the Essential Service has for a twelve (12) month period prior to the determination date, generated negative contribution margin and is reasonably expected to continue to generate negative contribution margin for the following eighteen (18) month period.

10.15 Residency Program. During the period that Buyer owns and operates the Hospital, Buyer agrees, subject to applicable law to continue to support the Hospital's residency training programs in

effect as of the Closing Date and to work with Montana training programs to expand the training of residents at the Hospital in order to support the recruitment and retention of physicians in the Hospital's community.

10.16 Quality of Care. During the period that Buyer owns and operates the Hospital, Buyer agrees to maintain a commitment to quality, safety and patient satisfaction, and engage in quality assurance and improvement initiatives designed to improve continuously the quality of care provided to patients of the Hospital, including maintaining Joint Commission accreditation and participation in the Medicare, Medicaid and TriCare programs.

ARTICLE XI
PARTICULAR COVENANTS OF SELLER

11.1 Actions with Respect to Benefit Plans.

(a) Except as specified herein, prior to, as of, and following the Closing, the Seller Parties and their ERISA Affiliates will remain responsible for benefits under the Benefit Plans (other than the Assumed PTO, LTI and post-retirement group health plan coverage) for Offerees who become eligible for such coverage after Closing in accordance with the Collective Bargaining Agreements, and none of Buyer or its affiliates shall become responsible for maintaining the Benefit Plans or any obligations thereunder.

(b) The Seller Parties and their ERISA Affiliates shall continue to provide benefit accruals and coverage under the Benefit Plans and shall make all contributions, or where appropriate permit participants to make contributions, sufficient to fund accruals or sustain coverage in the Benefit Plans through the Effective Time, in each instance, consistent with Seller's past practices and the terms of the respective Benefit Plans.

(c) Notwithstanding the foregoing, in all events, including the funding, operation, management, participation, vesting, termination, amendment or modification of the Buyer's Benefit Plans, the rights and benefits of the employees shall be governed solely by the terms of the Buyer's Benefit Plans. Nothing in this Agreement shall (i) be deemed to amend or modify any Buyer Benefit Plan, or (ii) require Buyer to maintain the Buyer Benefit Plans, or (iii) prohibit Buyer from terminating, amending or modifying any Buyer Benefit Plan as Buyer, in its sole discretion, may deem advisable.

11.2 COBRA Responsibilities. To the extent required by IRC Section 4980B or Part 6 of Subtitle B of Title I of ERISA ("**COBRA**"), Buyer will provide continuation coverage (within the meaning of COBRA) to individuals who are current or former employees (and their dependents) who incur a qualifying event (within the meaning of COBRA), as a result of the transaction contemplated by this Agreement.

11.3 Name Change. Seller acknowledges and agrees that Buyer will acquire as part of the Assets the exclusive right to use the names "Community Medical Center" and any variation thereof and the goodwill associated therewith and that Seller will not use such name(s) or any derivative thereof subsequent to the Closing. Seller further covenants and agrees that, on the Closing Date, Seller will file an amendment to its Certificate of Incorporation changing its name to a name mutually acceptable to Buyer and Seller (the "**Name Amendment**"). Each of the amendments shall have an effective date that is not more than thirty (30) days following the Closing Date.

11.4 Corporate Existence. Seller shall either maintain its corporate existence or shall provide Buyer with evidence of the assumption of Seller's obligation hereunder by an entity reasonably

acceptable to Buyer, for so long as Seller has obligations and commitments hereunder. For the following periods following Closing, Seller or any such entity that assumes the obligations of Seller hereunder shall maintain an aggregate net worth as follows:

(a) For the period from Effective Time to the three (3) year anniversary of the Effective Time, aggregate net worth of not less than Twenty Million Dollars ($20,000,000); and

(b) For the period from the three (3) year anniversary of the Effective Time to the seven (7) year anniversary, aggregate net worth of not less than Eight Million Dollars ($8,000.000).

11.5 Terminating Cost Report. Seller shall furnish to Buyer a copy of its terminating cost reports filed timely on behalf of the Hospital in respect of Medicare and any other Government Reimbursement Program (if applicable) or any successor governmental program, reflecting consummation of the transactions contemplated hereby no later than one-hundred fifty (150) days after the Closing.

11.6 Taxes.

(a) Buyer shall prepare or cause to be prepared, and timely file or cause to be filed, all Tax Returns that are required to be filed by or with respect to the Controlled Joint Ventures (and with respect to the Minority Joint Ventures to the extent it is permitted to do so under the relevant Joint Venture agreements or other arrangements between the owners of such Joint Ventures on or after the Effective Date) on or after the Effective Date for taxable years or portions thereof ending on or before the Effective Date, including Straddle Period Tax Returns. All costs incurred with respect to the preparation and filing of such Tax Returns shall be paid by the applicable Joint Venture. All Tax Returns prepared and filed by Buyer pursuant to this Section 11.6 shall be prepared in a manner consistent with the practices and tax accounting methods followed in prior years with respect to similar Tax Returns filed by the relevant Joint Venture, except for changes required by Law or changes in fact. Buyer shall submit to Seller a copy of all such Tax Returns (together with copies of any relevant schedules, workpapers and other relevant documentation) (collectively, the "**Tax Return Package**") at least sixty (60) days prior to the due date for the filing of such Tax Return. If Seller disagrees with Tax positions, amounts or other information set forth on a Tax Return, it shall notify Buyer within thirty (30) days after its receipt of the Tax Return Package relevant to such Tax Return. Any disagreement between Buyer and Seller with respect to Tax Returns prepared by Buyer pursuant to this Section 11.6 shall be resolved in accordance with the dispute resolution procedures set forth in Section 2.6(c).

Buyer and Seller intend and hereby agree that the purchase and sale of the Assets pursuant to this Agreement shall be effective for income Tax purposes (and to the extent permitted by applicable law, for all other Tax purposes) as of the end of the Closing Date. Seller and Buyer shall cause the Controlled Joint Ventures and shall use their good faith and commercially reasonable efforts to have each of the Minority Joint Ventures make an election under Section 754 of the Code and to have the income, gain and loss for the Tax year apportioned between Seller and the Purchaser based on a closing of the books as of the end of the Closing Date

(b) Seller shall be responsible for and indemnify Buyer with respect to any Taxes attributable to the Assets or Business with respect to taxable periods or portions thereof ending on or before the Closing Date (the "**Pre-Closing Tax Period**"), excluding, however, (i) any Taxes payable with respect to any liabilities or obligations included in Assumed Liabilities under Section 2.3 hereof, and (ii) and (ii) any Tax liabilities or obligations payable by a Joint Venture. Buyer shall be responsible for and indemnify Seller with respect to any Taxes attributable to the Assets or Business with respect to the taxable periods or portions thereof beginning after the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, in the case of Taxes that are payable with respect to a taxable period that begins on or before and ends after the Closing Date (each such period, a "**Straddle Period**"), the portion of any such Taxes that are treated as attributable to the Pre-Closing Tax Period for purposes of this Agreement shall be:

(i) in the case of Taxes imposed on a non-periodic basis, such as (i) based upon, or related to, income or receipts, (ii) sales and use Taxes, (iii) (iv) imposed in connection with any sale, distribution or other transfer or assignment of property or (v) payroll and similar Taxes, deemed equal to the amount which would be payable if the taxable year ended at the close of the Closing Date (and for such purpose, the taxable year or other taxable period of each Joint Venture shall be deemed to terminate at such time); provided, however, (A) that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned between such two taxable years or periods on a daily basis and (B) any Taxes on any transactions (other than transactions expressly contemplated by or under this Agreement) not in the ordinary course of business that occur on the Closing Date after the time that Seller controls the Company shall be treated as occurring after the Closing Date; and

(ii) in the case of property and other non-periodic Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on and including the Closing Date and the denominator of which is the number of days in the entire period.

(d) To the maximum extent permitted by Law, Seller's distributive share of any item of income, gain, loss, deduction or credit of each Joint Venture for the taxable year in which the Closing occurs shall be determined using the "closing of the partnership's books" method described in Treasury Regulations section 1.706-1(c)(2)(ii) and applied as of the end of the Closing Date, unless the taxable year of such Joint Venture ends as of the end of the Closing Date pursuant to Code Sections 706 and 708(b) and the Treasury Regulations promulgated thereunder. Each of Seller and Buyer shall use commercially reasonable efforts to cause each of the Joint Ventures to file its Tax Returns in a manner consistent with this Section 11.6(d).

(e) Neither Buyer nor any of its Affiliates shall (or shall cause or permit any Controlled Joint Venture, or to the extent commercially reasonable any Minority Joint Venture, to) (i) take any action (including, for the avoidance of doubt, any election on or with respect to the Closing Date or the Effective Date) which could increase Seller's liability for Taxes or any liability of Seller to indemnify Buyer for Taxes pursuant to this Agreement or (ii) amend, refile or otherwise modify any Tax Return with respect to any taxable year or period ending on or before the Effective Date (or with respect to any Straddle Period) without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) After the Effective Date, each of Seller and Buyer shall (and shall cause their respective Affiliates to) (i) cooperate fully in preparing for any audits of, or disputes with any Tax Authority regarding, any Tax Returns of any of the Assets, including with respect to the Joint Ventures. In connection therewith, Buyer shall not dispose of any Tax work papers, books or records relating to any of the Assets, and shall use commercially reasonable efforts to cause each Joint Venture to not dispose of any Tax work papers, books or records relating to such Joint Venture of its assets, in each instance during the seven-year period following the Effective Date, and thereafter shall give Seller reasonable written notice before disposing of such items that may pertain to any pending or threatened Tax audit or other Tax-related proceeding of which Buyer has received notice or has knowledge.

(g) Except with respect to Tax refunds and amounts credited against or otherwise reducing Taxes due and payable by a Joint Venture (which shall remain with such Joint Venture), any Tax refund (including any interest in respect thereof) received by Buyer or any of or its Affiliates, and any amounts credited against or otherwise actually reducing Tax to which Buyer or any of its Affiliates becomes entitled (including by way of any amended Tax Returns but excluding any carryback filing), that arise with respect to the Assets or Business and relate to any taxable period, or portion thereof, ending before the Effective Date shall be for the account of Seller, and Buyer shall pay over to Seller any such refund or the amount of any such credit or reduction within ten (10) Business Days after receipt of such refund, credit or reduction in an amount equal to or greater than $50,000. For purposes of this Section 11.6(g), where it is necessary to apportion any such refund, credit or reduction between Buyer and Seller for a Straddle Period, such refund, credit or reduction shall be apportioned in the same manner that Tax liabilities are apportioned pursuant to Section 11.6(c). Buyer shall cooperate, and cause each of the Controlled Joint Ventures to cooperate and use commercially reasonable efforts to cause each of the Minority Joint Ventures to cooperate, in obtaining any Tax refund that Seller reasonably believes and notifies Buyer in writing should be available, including through filing appropriate forms with the applicable Governmental Entity; provided, however, Seller shall pay all third-party costs and expenses incurred by Buyer or the Joint Venture in seeking a refund requested by Seller.

(h) Seller will use its good faith and commercially reasonable efforts to cause the Minority Joint Ventures not to take any action in respect of any Taxes (including without limitation, any withholdings required to be made in respect of employees) outside the ordinary course of business or inconsistent with past practices that may have an adverse impact upon the Minority Joint Venture Facilities or the Assets as of or subsequent to the Effective Date.

(i) Buyer will use its good faith and commercially reasonable efforts to cause the Minority Joint Ventures not to take any action in respect of any Taxes (including without limitation, any withholdings required to be made in respect of employees) outside the ordinary course of business or inconsistent with past practices that may have an adverse impact upon the Minority Joint Venture Facilities or the Assets as of or prior to the Effective Dates.

ARTICLE XII
TERMINATION

12.1 Optional Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual agreement of Buyer and Seller;

(b) by Buyer in accordance with the provisions of Sections 6.4, 6.5, or 13.1;

(c) by Buyer or Seller, if any court of competent jurisdiction in the United States or other Governmental Entity shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable;

(d) by Buyer by written notice to Seller if any event occurs or condition exists which has or will cause Seller to be unable to satisfy one or more conditions to the obligations of Buyer to consummate the transactions contemplated by this Agreement as set forth in Article VIII other than on account of breach of this Agreement by the Buyer;

(e) by Seller by written notice to Buyer if any event occurs or condition exists which has or will cause Buyer to be unable to satisfy one or more conditions to the obligations of Seller to consummate the transactions contemplated by this Agreement as set forth in Article IX other than on account of breach of this Agreement by the Seller; or

(f) by Seller or Buyer if the Closing has not occurred prior to December 31, 2014, (which date may be extended by mutual agreement of the parties) other than on account of breach of this Agreement by the party seeking to terminate this Agreement.

12.2 Notice of Abandonment. In the event of any termination pursuant to Section 12.1, written notice shall forthwith be given to the other parties hereto except with respect to a termination pursuant to Section 12.1(a).

12.3 Effect of Termination. Except for the obligations contained in Sections 13.7 and 13.8 hereof, upon the termination of this Agreement pursuant to Section 12.1 hereof, no party hereto nor any of their respective officers, directors, trustees, members or shareholders shall have any liability or obligation hereunder to any other party; provided, however, that in no event shall a party hereto be released from liability for Damages under this Agreement or otherwise in the event such party breaches any of its representations, warranties or covenants in this Agreement.

ARTICLE XIII
GENERAL

13.1 Schedules and Other Instruments. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. From the date hereof until the Closing Date, Seller or Buyer may update their Schedules, subject to the other party's approval rights described below, either as a result of (i) matters hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in such Schedules or that are necessary to correct any information in such Schedules which has been rendered materially inaccurate thereby (the "**Updated Schedules**") or (ii) matters that existed or occurred at or before the date of this Agreement and should have been set forth or described in such Schedules, but were not (the "**Corrected Schedules**"). Any other provision herein to the contrary notwithstanding, all Updated Schedules and Corrected Schedules shall be delivered to the other parties hereto within five (5) days after the party preparing such Updated Schedule or Corrected Schedule becomes aware of the inaccuracy of a Schedule. Within ten (10) business days of Buyer's receipt of any Updated Schedule from Seller, Buyer shall send Seller a notice informing them whether Buyer accepts or rejects such Updated Schedule. If Buyer accepts such Updated Schedule or fails to provide Seller with the required notice within such ten (10) business day period, the Schedules shall be modified and superseded as contemplated by such Updated Schedule for all purposes hereunder. If Buyer rejects any Updated Schedule, then for purposes of determining the rights of the Seller Indemnified Parties pursuant to Section 7.2, the Schedules shall be deemed to have been unaffected by any such Updated Schedule and Buyer shall be entitled to pursue all remedies pursuant to Article 7. Moreover, Buyer shall be entitled to pursue all remedies pursuant to Article 7 for any Corrected Schedule.

If an Updated Schedule or Corrected Schedule contains modifications to the information set forth on any Schedule approved by Buyer as of the date of this Agreement that would constitute a Material Adverse Change, then Buyer may terminate this Agreement by giving written notice thereof to Seller within ten (10) days of receipt of the Updated Schedules or Corrected Schedules giving rise to such Material Adverse Change of Seller, and such Material Adverse Change is not cured before December 31, 2014.

13.2 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonably necessary to effectuate this Agreement.

13.3 Consents, Approvals and Discretion. Whenever this Agreement requires any consent or approval to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

13.4 Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Montana, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Montana. Any action against any party relating to the foregoing shall be brought exclusively in either the state district court for the State of Montana located in Helena, Montana or, if subject matter jurisdiction is appropriate, in the United States District Court for the District of Montana. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such action brought in such court or any defense of inconvenient forum for the maintenance of such action. Each party agrees that service of summons and complaint or any other process that might be served in any proceeding may be made on such party by sending or delivering a copy of the process to the party to be served by registered mail, return receipt requested, at the address of the party provided for the giving of notices in Section 13.13.

(b) Each party acknowledges and agrees that any controversy which may arise under this Agreement or the other transaction documents is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, the other transaction documents or the transactions contemplated hereby or thereby, including but not limited to any dispute arising out of or relating to any financing or debt commitments or the performance thereof. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 13.4(b).

13.5 Benefit/Assignment. Subject to the provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that no party may assign this Agreement without the prior written consent of the other party.

13.6 Finders, Brokerage. Seller, on one hand, and Buyer on the other hand, agree to indemnify the other from and against all loss, cost, damage or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

13.7 [CONFIDENTIAL]

13.8 Confidentiality. It is understood by the parties that any information provided by another party (the "**Providing Party**") concerning such Providing Party, obtained directly or indirectly, from the

Providing Party in connection with transactions contemplated by this Agreement ("**Confidential Information**"), and the documents and instruments delivered to, a receiving party (the "**Receiving Party**") or its shareholders, members, directors, trustees, Affiliates, officers, employees or agents of Receiving Party (collectively, "**Agents**") are of a confidential and proprietary nature. To the extent permitted by law, the Receiving Party agrees that it will and will use its reasonable best efforts to cause the Agents to maintain the confidentiality of all such information, documents or instruments acquired by or delivered to the Receiving Party and the Agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions and covenants hereof and only to disclose such information, documents and instruments to such duly authorized persons as are necessary to effect the transactions contemplated hereby. The parties further agree that if the transactions contemplated hereby are not consummated, the Receiving Party and its Agents will destroy all documents and instruments acquired from the Providing Party or its Affiliates and all copies thereof in their possession at any time upon written request by the Providing Party and provide, at the request of the Providing Party, written assurances that the Confidential Information has been destroyed. The Receiving Party will not use, and will not knowingly permit others to use, any such Confidential Information in any way to compete with the Providing Party or the Providing Party's respective affiliates, successors or assigns or in a manner which would be detrimental to the business, financial affairs or reputations of the Providing Party or Providing Party's respective officers and affiliates, successors and assigns. Each party for itself and its Agents recognizes that any breach of this Section 13.8 would result in irreparable harm to the Providing Party and the Providing Party's respective officers and Affiliates and that therefore either the Providing Party, or any of the Providing Party's respective officers and affiliates shall be entitled to an injunction to prohibit any such breach by the Receiving Party and the Receiving Party's Agents in addition to all of their other legal and equitable remedies. Nothing in this Section 13.8 shall prohibit the use of such Confidential Information, documents or information for such governmental filings as are required by law or governmental regulations or the disclosure of such confidential information if such disclosure is compelled by judicial or administrative process or, in the opinion of Buyer's counsel, other requirements of law. For purposes hereof, Confidential Information shall not include information (a) ascertainable or obtained from public or published information, (b) received from a third party not known by the Receiving Party to be under an obligation to the Providing Party to keep such information confidential, (c) which is or becomes known to the public (other than through a breach of this Agreement), (d) which was in the Receiving Party's possession prior to the disclosure thereof to Buyer in connection herewith, or (e) which the Providing Party utilized in any materials used in connection with the Providing Party's solicitation of Buyers or purchasers of the Premises or the Assets, as applicable.

13.9 Preservation and Access to Records After the Closing.

(a) With regard to patient records, from and after Closing, Buyer shall use its commercially reasonable efforts to maintain the patient records held at the Hospital relating to periods prior to the Closing in all material respects in accordance with applicable law and Joint Commission standards.

(b) Each party hereto acknowledges that, subsequent to Closing, the other party may need access to information or documents in the control or possession of such party for the purposes of concluding the transactions contemplated hereby, audits, compliance with governmental requirements and regulations, and the prosecution or defense of third party claims. Accordingly, Seller and Buyer agree that after Closing, each shall make reasonably available to the other's representatives or agents, independent auditors and/or Governmental Entities, upon written request, such documents and information as may be available relating to the Business for periods prior and subsequent to Closing to the extent necessary to facilitate concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, and the prosecution or defense of claims.

13.10 Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same provision by any party or of the breach of any other term or provision of this Agreement. The delay or a failure of a party to transmit any written notice hereunder shall not constitute a waiver by such party of any default hereunder or of any other or further default under this Agreement except as may expressly be provided for by the terms of this Agreement.

13.11 Tax Allocation. The parties hereto agree that the allocation of the Purchase Price as determined by Buyer and substantiated using an independent third party valuation firm shall be used by them for all federal and state income tax purposes, and shall be set forth in a statement prepared in accordance with Section 1060 of the IRC, which statement shall be prepared in a manner generally consistent with the form of Internal Revenue Service Form 8594. The parties will also complete an allocation of Purchase Price in the form of Schedule 13.11. Buyer and Seller shall cooperate in the preparation of such statement or statements of allocation and Schedule 13.11 no later than one hundred eighty (180) days after the Closing. Each party hereto shall file a copy of such statement(s) as required by applicable law.

13.12 Interpretation. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement including all attached Exhibits and Schedules and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

13.13 Notice. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Seller:	Community Medical Center 2827 Fort Missoula Road Missoula, Montana 59804 Attention: President, CEO and Chairman of the Board
With a copy to:	McGuireWoods LLP 77 W. Wacker, Suite 4100 Chicago, Illinois 60601 Attention: Scott Becker
With a copy to:	Garlington Lohn Robinson PO Box 7909 (350 Ryman) Missoula, MT 59807-7909 Attention: Gary Chumrau
Buyer:	Billings Clinic 2800 Tenth Avenue North Billings, Montana 59101 Attention: Nicholas Wolter, M.D. and RCHP-Montana, LLC

c/o RegionalCare Hospital Partners, Inc.
103 Continental Place, Suite 410
Brentwood, TN 37027
Attention: General Counsel

With a copy to:

Waller Lansden Dortch & Davis,
A Professional Limited Liability Company
Nashville City Center
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760
Attention: George W. Bishop III, Esq.

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

13.14 Severability. If any provision of this Agreement or the Non-Competition Agreement is held to be illegal, invalid or unenforceable under any present or future Law (a) such provision will be fully severable, (b) this Agreement or the Non-Competition Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of such Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of such Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible; provide that the parties intend the remedies and limitations thereon.

13.15 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

13.16 Divisions and Headings. The divisions of this Agreement into Sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

13.17 Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder, unless such consent is obtained.

13.18 Survival. All statements made by the parties hereto herein or in the Schedules or in any other financial statement, document, instrument, certificate, Exhibit or list delivered to each other hereunder by or on behalf of parties hereto shall be deemed representations and warranties of the parties hereto regardless of any investigation made by or on behalf of Buyer. Furthermore, the representations and warranties made by the parties herein shall survive the Closing but shall expire thirty-six (36) months after the Closing Date, except with respect to (i) the covenants and agreements made by the parties herein and (ii) the representations and warranties set forth in the Sections 4.1, 4.2, 4.3, 4.6, 4.7, 4.8, 4.9, 4.16, 4.22, 4.25, and 4.26 and those set forth in the first sentences of each of Section 4.11 and 4.12 herein, and the indemnities with respect thereto, each of which shall survive for the applicable statute of limitations or, if no such period is applicable, indefinitely (collectively, the "**Survival Period**"). Notwithstanding the foregoing, this Section 13.18 shall not provide third parties any benefit or longer period of time in which to assert a claim beyond that which is provided by the relevant statute of limitations.

13.19 Overpayments. In the event of a determination by any Government Reimbursement Program or third-party payor that payments to Seller or the Hospital resulted in an overpayment or other determination that funds previously paid by any program or plan to Seller or the Hospital must be repaid, Seller shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Closing Date and Buyer shall be responsible for repayment of said moneys (or defense of such actions) if such overpayment determined was for services rendered after the Closing Date. Notwithstanding the provisions of Article VII relating to indemnification, in the event that Buyer suffers any offsets against reimbursement under any third party payor or reimbursement programs due Buyer, relating to amounts owing under any such programs by Seller, Seller shall promptly upon demand from Buyer pay to Buyer the amounts so offset. In the event that Buyer and Seller do not agree on the application of this Section, the provisions of Article VII shall control any payment obligation.

13.20 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties and their respective successors or permitted assigns and it is not the intention of the parties to confer third party beneficiary rights, and this Agreement does not confer any such rights, upon any Person other than (a) Persons who are entitled to indemnification under Article VII who are express third party beneficiaries of and shall be entitled to rely on Article VII and (b) any financing source of Buyer, who shall be express third party beneficiaries of, and shall be entitled to rely on, Sections 12.3, 13.4, 13.9 and this Section 13.20. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be deemed to limit or otherwise restrict the operation by Buyer or its Affiliates of the Business, or the operation by Buyer or any of its Affiliates of their respective businesses, following the Closing.

13.21 No Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement may only be brought against the Persons that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise).

13.22 Entire Agreement/Amendment. This Agreement supersedes all prior contracts, understandings and agreements, whether written or oral, and constitutes the entire agreement of the parties respecting the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically included herein shall be of any force and effect; the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. No terms, conditions, warranties, or representations, other than those contained herein and no amendments or modifications hereto, shall be binding unless made in writing and signed by the party to be charged.

13.23 Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or electronic signatures on this Agreement shall be deemed to be original signatures for all purposes.

13.24 Press Releases. Except as otherwise required by law, any release to the public of information concerning this Agreement or the transactions contemplated hereby will be made only in the form and manner approved by the parties hereto. Each party shall furnish the other with drafts of all such releases prior to their publication or dissemination.

13.25 RegionalCare Guaranty. RegionalCare hereby unconditionally, irrevocably and absolutely guarantees the prompt payment, performance and observation of Buyer, its successors, endorsees and assigns for each and every obligation, covenant and agreement of Buyer arising out of, connected with, or related to this Agreement or any ancillary documents hereto and any extension, renewal and/or modification thereof. RegionalCare acknowledges and agrees that Seller entered into this Agreement in reliance upon this Section 13.25, and all dealings between Buyer and Seller shall likewise be conclusively presumed to have been undertaken or consummated thereupon the same. Before pursuing any rights or remedies that Seller may have against RegionalCare, Seller shall first give notice of breach pursuant to Section 13.13 and time to cure of twenty-eight (28) days. If no cure is made within such cure period, Buyer and Seller shall each designate a representative ("Representative") who shall meet in person within fourteen (14) days to resolve the dispute. The Representative must be an executive at the C-suite level of their respective organizations. If a resolution cannot be reached after a meeting of the Representatives, then Seller may pursue all rights and remedies they have against Buyer and RegionalCare. RegionalCare hereby waives any defenses to enforcement of this guaranty that would not be a defense of Buyer under this Agreement, including but not limited to Buyer's relief of any obligation or liability on account of Section 362 of Title 11 of the U.S. Code as amended (the Bankruptcy Code) or any other debtor relief law; venue, jurisdiction and any applicable statute of limitations, it being the purpose and intent of the parties hereto that the obligations of RegionalCare are absolute and unconditional. Further, the obligation of RegionalCare under this Section 13.25 is a continuing guaranty and shall remain in effect until all obligations of the Buyer under this Agreement shall have been fully performed, and the obligations of RegionalCare shall not be affected, modified or impaired upon the happening from time to time of any of the following events, whether or not with notice or consent of RegionalCare:

(a) The compromise, settlement, release, change, modification, amendment (except to the extent of such compromise, settlement, release, change, modification or amendment) of any or all of the obligations, duties, covenants, or agreements of any party under this Agreement or any ancillary documents hereto;

(b) The extension of the time for performance of payment of money pursuant to this Agreement, or of the time for performance of any other obligations, covenants or agreements under or arising out of this Agreement or any ancillary documents thereto or the extension or the renewal thereof; or

(c) Any single or partial exercise by Seller of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

This Section 13.25 shall bind and inure to the benefit of Seller and its respective successors, assigns, executors, trustees, regulators, insurers or legal representatives and likewise shall bind and inure to the benefit of RegionalCare's successors, assigns, executors, trustees, regulators, insurers or legal representatives.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers and their corporate seals duly affixed hereto, all as of the day and year first above written.

COMMUNITY MEDICAL CENTER, INC.

By: _____
Name Scott M. Stearns
Title Chair of The Board of Directors

RCHP/BILLINGS - MISSOULA, LLC

By: _____
Name _____
Title _____

BILLINGS/RCHP HEALTHCARE HOLDINGS, LLC
(solely for purposes of being bound by Section 10.8 and Section 10.9)

By: _____
Name _____
Title _____

RCHP-MONTANA, LLC
(solely for purposes of being bound by Section 10.7 and Section 10.8(b))

By: _____
Name _____
Title _____

BILLINGS CLINIC
(solely for purposes of being bound by Sections 10.4, Section 10.5, Section 10.6, Section 10.7 and Section 10.8(b)

By: _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers and their corporate seals duly affixed hereto, all as of the day and year first above written.

COMMUNITY MEDICAL CENTER, INC.

By: _____
Name _____
Title _____

RCHP/BILLINGS - MISSOULA, LLC

By: Nicholas Wolter
Name Nicholas Wolter, M.D.
Title President

BILLINGS/RCHP HEALTHCARE HOLDINGS, LLC
(solely for purposes of being bound by Section 10.8 and Section 10.9)

By: Nicholas Wolter
Name Nicholas Wolter, M.D.
Title Chief Executive Officer

RCHP-MONTANA, LLC
(solely for purposes of being bound by Section 10.7 and Section 10.8(b))

By: _____
Name _____
Title _____

BILLINGS CLINIC
(solely for purposes of being bound by Sections 10.4, Section 10.5, Section 10.6, Section 10.7 and Section 10.8(b)

By: Nicholas Wolter
Name Nicholas Wolter, M.D.
Title Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers and their corporate seals duly affixed hereto, all as of the day and year first above written.

COMMUNITY MEDICAL CENTER, INC.

By: _____
Name _____
Title _____

RCHP/BILLINGS - MISSOULA, LLC

By: _____
Name _____
Title _____

BILLINGS/RCHP HEALTHCARE HOLDINGS, LLC
(solely for purposes of being bound by Section 10.8 and Section 10.9)

By: _____
Name _____
Title _____

RCHP-MONTANA, LLC
(solely for purposes of being bound by Section 10.7 and Section 10.8(b))

By: _____
Name Howard T. Wall III
Title Ex. VP, Chief Administrative Officer & Secretary

BILLINGS CLINIC
(solely for purposes of being bound by Sections 10.4, Section 10.5, Section 10.6, Section 10.7 and Section 10.8(b)

By: _____
Name _____
Title _____

REGIONALCARE HOSPITAL PARTNERS, INC.
(as guarantor of the obligations of Buyer)

By: _____

Name Howard T. Wall III

Title Ex. VP, Chief Administrative Officer & Secretary